

AGREEMENT FOR SERVICES
by and between the
CITY OF SANTA CLARA, CALIFORNIA,
and
VALLEY CONCRETE
for the
2008-09 CURB/GUTTER & SIDEWALK MAINTENANCE PROJECT

This 2008/09 Curb/Gutter & Sidewalk Project Contract ("Contract") is entered into by and between the City of Santa Clara, a California municipal corporation ("City"), and Valley Concrete, a California corporation ("Contractor"). For purposes of this Agreement, City and Contractor shall be collectively referred to as "the Parties" or "Parties" and singularly as "Party."

RECITALS

WHEREAS, City wishes to retain a contractor to perform maintenance work that consists of removal and replacement of existing failed concrete curbs, gutters, sidewalks, drive approaches and other related concrete improvements, of various dimensions, at various locations in the City of Santa Clara. In addition, work will include removal and replacement of failed asphalt immediately adjacent to new concrete improvements. Exact limits of work will be as designated in the field. Incidental work includes subgrade grading / compaction, traffic control and notification of residents / businesses of pending improvements where it is required by the removal and replacement of failed concrete within the City of Santa Clara ("Project"). Project locations are at various locations through out the City ("Site");

WHEREAS, City published notice of its intent to competitively bid the Contract in the Santa Clara Weekly on Wednesday, October 8, 2008;

WHEREAS, Contractor has been determined to be the lowest responsible bidder for the Contract ("Contractor's Bid");

WHEREAS, Contractor represents that all statements and information contained in its bid documents, communications with City whether verbal or written, and any other exchange of information between Contractor and City about the bid or Contractor are accurate;

WHEREAS, Contractor represents that it has thoroughly reviewed all bid documents, its bid, the Contract Documents, and this Contract and all exhibits hereto and is thoroughly familiar with them;

WHEREAS, Contractor represents that it has performed other construction projects of like kind, type, complexity, and size to the Project and that Contractor is capable of performing the work in a high-quality and timely manner;

WHEREAS, Contractor represents that it is familiar with the laws affecting public agencies;

WHEREFORE, the Parties wish to enter into the following contract:

CONTRACT

1.0 SCOPE OF WORK

The work to be done is maintenance type work and consists, in general, of the removal and replacement of existing portland cement concrete sidewalks, curb & gutters, curbs, walkways, driveways, minor median islands, asphalt replacement adjacent to portland cement concrete work, flat work, brick paving stones and tree root barriers, as required. The work may also include the removal and replacement of valley gutters, curved curb ramps, and historical plaques as noted.

The majority of the work consists of removal and replacement of portland cement concrete curb & gutter and sidewalk where drainage problems exist or where displacements may become a public safety hazard. The improvements will be replaced over existing base material in most cases. When it is necessary to remove pavement adjacent to the lip of the gutter, replacement of asphalt concrete pavement will be completed by the Contractor. An item for cushion material is provided when valley gutters and handicapped ramps are constructed, or when sidewalks are relocated.

The work has been divided into three categories based on the volume of the portland cement concrete placed in an area.

Contractor shall complete the following work before September 30, 2009, attend a required pre-construction meeting and shall conform to Sections 39, 73, 92 and 94 of the State of California, Department of Transportation, Standard Specifications latest edition.

1.1 Materials

PORTLAND CEMENT CONCRETE:

Portland Cement Concrete shall be Class A concrete, one (1") inch maximum combined aggregate grading, conforming to Section 90 of the Standard Specifications. Concrete shall contain not less than six (6) sacks (564 pounds) of cement per cubic yard.

PORTLAND CEMENT:

All cement used shall be of one brand and shall conform to A.S.T.M. C150 Type II. Results of certified tests made by recognized testing laboratory shall be furnished by the cement manufacturer on request of the Engineer.

AGGREGATES:

Aggregates for portland cement concrete shall conform to Section 90-2.02 of the State of California, Department of Transportation, Standard Specifications latest edition.

Combined aggregate grading shall conform to the one (1") inch maximum requirements of Section 90.3.04 of the State of California, Department of Transportation, Standard Specifications latest edition.

WATER:

Water for washing aggregates and for mixing portland cement concrete shall conform to Section 90-2.03 of the State of California, Department of Transportation, Standard Specifications latest edition.

ADMIXTURES:

No admixtures, accelerators, or retarders shall be allowed without the express approval of the Engineer.

EXPANSION JOINTS:

Expansion joints shall consist of prepared strips of three-eighths (3/8") inch thick premolded joint filler conforming to the specifications of A.S.T.M. Designation: D-1751.

CURING:

All portland cement concrete surfaces shall be cured using a portland cement concrete curing compound meeting the requirements of State of California, Department of Transportation, Standard Specifications Section 90-7.01 of the 1992 State of California Standard Specifications.

BRICK PAVERS:

Brick shall be whole, sound, and be uniform in quality. Brick shall be Pacific Interlock Pavingstone Holland (60 mm) gray, or approved equal. "Brick Stop", type edging as manufactured by Brick Stop, Corp., or approved equal shall be used.

ASPHALT REPLACEMENT:

This work shall conform to Section 39, ASPHALT CONCRETE, Section 92, ASPHALTS, and Section 94, ASPHALTIC EMULSIONS of the State of California, Department of Transportation, Standard Specifications latest edition, with the exceptions noted in these Provisions.

The work shall include sawcutting and/or grinding of asphalt, removal of asphalt and affected subgrade and replacement of asphalt as specified in these Provisions and as directed by the Engineer.

Prior to starting work, the Contractor shall submit certificates of compliance for ¾ inch & ½ inch PG64-10 asphalt and SS-1H asphaltic emulsion.

CERTIFICATES OF COMPLIANCE:

Contractor shall furnish to the Engineer a Certificate of Compliance signed by the manufacturer of the plant mix portland cement concrete and asphaltic cement concrete. Certificate of Compliance shall state that the portland cement concrete and asphaltic cement concrete furnished complies in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the Certificate.

1.2 Construction Methods

SUBGRADE PREPARATION: (Portland Cement Concrete & Asphaltic Concrete)

The existing material shall be excavated to the required depth per the City of Santa Clara 2007 Standard Detail ST-1 through ST-20, as is applicable. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of ninety (90%) percent for a depth of 0.5 foot as determined by State of California Test Method No. 216. The subgrade shall be smooth and true to the required grade. Immediately prior to the placing of cushion for portland cement concrete, the subgrade shall be thoroughly

saturated with water. Ponded water shall not be permitted. Minor median curbs shall be placed directly upon existing asphalt.

CUSHION:

The base material underlying existing sidewalk, curb and gutter or other portland cement concrete improvements is considered acceptable for this work. The Contractor will be required to bring the material to the proper grade and to consolidate by watering. The project engineer will determine when the required moisture content has been obtained.

FORMS:

Forms shall be smooth on the side placed next to the portland cement concrete, and shall have a true smooth upper edge and shall be sufficiently rigid to withstand the pressure and tamping of fresh portland cement concrete without distortion. Timber forms shall be free from warping of deformation.

All forms shall be thoroughly cleaned and coated with form oil to prevent the portland cement concrete from adhering to them.

The depth of forms for back of curbs shall be equal to the full depth of the curb. The depth of face forms for portland cement concrete curbs shall be equal to the full face height of the curb. Forms shall be set carefully to alignment and grade and shall be held rigidly in place by stakes, spreaders, or clamps, and shall be braced so that no displacement will occur during the working of the portland cement concrete. For other than short radius curves, timber forms shall be nominal two (2") inch stock.

All concrete placement shall be confined and no neat (earth confined) placement shall be allowed. When allowed by the engineer, concrete may be placed neatly against asphaltic concrete.

PLACEMENT:

All portland cement concrete shall be used while fresh and before it has taken an initial set. Retempering any partially hardened portland cement concrete with additional water shall not be permitted.

Where pavement or surfacing is to be placed around or adjacent to manholes, drop inlets, or catch basins, which will be located within traffic lanes, such structures shall not be constructed to final grade until after the pavement or surfacing has been placed around these locations.

Portland cement concrete shall be poured continuously between joints and brought to the required section as the work progresses.

JOINTS (CURB AND GUTTER):

Expansion joints shall be installed at each side of structures and at the ends of curb returns. Weakened plan joints shall be constructed at ten (10') foot maximum intervals. Weakened plane joints shall be cut to a minimum depth of one and one-fourth (1-1/4") inch with a tool that leaves corners rounded and insures a free movement of the portland cement concrete at the joint. The joint shall have a minimum width of one-eighth (1/8th) inch and shall not exceed one-fourth (1/4") inch.

JOINTS (SIDEWALK):

Expansion joints shall be constructed at all returns and opposite expansion joints in adjacent curb. Where curb is not adjacent, expansion joints shall be constructed at intervals of sixty (60') foot maximum intervals and opposite weakened plane joints in adjacent curb. Joints shall be constructed at right angle to the line of curb and to the same depth and width as for curb and gutter.

Score lines shall be constructed at five (5') foot intervals at right angle to the line of curb. For sidewalk eight (8') feet or over in width, a score line parallel to the line of curb shall be constructed midway between back of curb and back of walk.

Score line shall be made with a scoring tool which will make a rounded line of uniform width and depth of one-fourth (1/4") inch. A score line parallel to the face of curb shall be constructed six (6") inches from the face of the curb.

TOLERANCE:

The top and face of the curb and gutter, the flowline of the curb and gutter, and the surface of the sidewalk shall not vary more than one-fourth (1/4") inch for the edge of an eight (8') foot straight edge when placed against the surface, except at grade changes or curves.

FINISH:

Fresh portland cement concrete shall be struck off and compacted until a layer of mortar has been brought to the surface. The surface shall be finished to grade and cross section with a float, troweled smooth, and finished with a broom. The finish and texture of the portland cement concrete shall be approved by the Engineer. Portland cement concrete adjacent to expansion joints shall be finished with an edger tool. Brooming shall be transverse to the line of traffic.

BRICK PAVERS:

Locations for brick paver installation or re-leveling will be determined by the engineer and are considered an exception to concrete sidewalks.

For new installation, existing sidewalk is to be removed and the curb and gutter, if needed, removed and replaced. Class II aggregate base, under the pavers, shall be brought to within 3 7/8 to 3 3/8 of the finish grade, then compacted by hand operated equipment.

Edging shall be secured at a minimum of 12 inch intervals using 8" to 10" spikes, as recommended by the manufacturer. Contractor to provide product submittals for approval prior to installation.

Place a bedding of portland cement concrete type sand to a uniform depth of approximately 1 to 1 1/2 inches, leveled to grade. Install pavers edge to edge. Where required, cut paving stones with an approved masonry blade to fit accurately, neatly and without damaged edges.

Tamp the paving stones until uniformly level, true to grade and free of movement. Fill joints with sand.

In locations requiring re-leveling only, contractor is to remove the existing pavers, remove the cause of unevenness and replace with existing pavers upon re-leveling sand base. For all brick paver installation, contractor is to coordinate tree root pruning, if needed, with City of Santa Clara Tree Foreman - Ron Janzing at 408-615-3083 a minimum of two working days prior to start of work.

ASPHALT PLACEMENT:

All asphalt placed on the bottom course(s) shall be $\frac{3}{4}$ inch aggregate, PG64-10 oil.

All asphalt placed on the top course shall be $\frac{1}{2}$ inch aggregate, PG64-10 oil.

All asphalt replacement area finish surfaces must be smooth, uniform and match existing grades. Application of asphalt and asphaltic emulsion must be neat, with surrounding areas kept clean. Asphalt replacement thickness shall be 7 inches within residential streets, 10 inches within collector/arterial streets.

1.3 Tree Roots & Tree Damage

Contractor shall notify the Engineer of any roots discovered which are larger than two inches in diameter. Where work occurs adjacent to or over tree roots, the roots shall be removed to a depth of a minimum of at least six inches (6") below the bottom or side of the new portland cement concrete. Root removal shall be achieved by use of a Vermeer root cutter or approved equal. Tree root removal may occasionally be done by sawing or chopping with a sharp ax on an individual case basis, but only with the express approval of the Project Inspector and the City Arborist. Cuts on tree roots and barks or skins or cuts on trees shall be treated with an acceptable sealer and growth inhibitor such as Tre-hold. Payment for this work shall be considered as included in the price for removal and replacement.

1.4 Existing Improvements

Where irrigation systems, landscaping, fences, mailboxes, signs, and other improvements exist adjacent to the work, the Contractor shall use reasonable caution to ensure that no damage is caused. If damage to these improvements does occur, the Contractor shall replace in kind or with an acceptable substitute, at his expense.

When repairs to sidewalks and driveways adjacent to property line occur, there may be instances where on-site flat work (driveways and walkways) on private property will:

1. Interfere with the repair of existing public improvements.
2. Be incompatible with the new sidewalk, curb and gutter grades.
3. Be out of repair to the extent that the hardscape is hazardous to pedestrian traffic.
4. Present a restriction to the street tree's natural growing space.

In these situations, it may become necessary for the City's Contractor to remove and replace portions of the on-site flat work. The costs for the removal and replacement of private portland cement concrete improvements will be paid at contract unit prices. The

costs for removal and replacement of private improvements other than portland cement concrete and/or asphalt will be negotiated on a case by case basis with the Engineer. On-site removal and replacement will be only as directed by the Engineer and no extension of quantities will be allowed without prior approval.

For decorative hardscape and landscape areas (Parkway portland cement concrete, mow strips, etc.) the cost for the replacement of voluntary and private improvements within the public right-of-way shall remain the sole responsibility of the abutting property owner. In no instance shall the replaced hardscape be within three (3) feet of the base of any street tree, or in any way present a restriction to the natural growth of the street tree, or interfere with any public utility within the parkstrip. All such work shall require a permit from the City of Santa Clara separate from this project.

Improvements to minor median islands will require the removal of temporary median curbs. Temporary median curbs are attached mechanically with bolts and/or adhesive. City contractor shall remove temporary median islands and deliver serviceable temporary median curbs to the Traffic Division at the Street Corporation Yard, 1700 Walsh Avenue, prior to placement of portland concrete.

1.5 Cleanup and Backfilling

The construction area shall be kept neat and safe. Forms shall be removed from the edge of portland cement concrete within two (2) days and be kept in neat piles, not scattered about, and nails in boards shall be turned under, bent over, or removed. Removed nails shall be cleaned up and removed from site.

After forms are removed, portland cement concrete edges shall be backfilled and raked smooth with clean and suitable topsoil. Said topsoil material shall also be used to backfill and bring to an acceptable grade area where portland cement concrete or other paving material is removed, but not replaced.

The Contractor shall clean all areas occupied by him in connection with the work, and the entire area shall be left in a neat, clean and presentable condition, within seven days of completion. All asphalt replacement shall be completed, brought to finish grade with asphaltic concrete within thirty (30) calendar days of removal. Any residue left from said cutting operations shall be cleaned and removed per the nonpoint source pollution control best management practices. All cleanup shall be performed as required by the Engineer.

1.6 Traffic Control

Traffic control shall comply with State of California, Department of Transportation Standard Specifications, latest edition. Traffic control is a non bid item, incidental to other items of work. The Contractor shall supply and install all traffic control devices (including all warning, regulatory and guide signs) required for this project. The City shall NOT furnish any signs or any other traffic control devices for this project. The Contractor shall furnish a Traffic Control and Detour Plan for approval by the Engineer for any concrete work requiring a lane closure and/or detour a minimum of 48 hours prior to start of work. The traffic control plans must be approved by the Engineer prior to any

mobilization of traffic control devices.

The traffic control and detour plans shall be drawn to scale and complete for each significant portion of the work requiring lane closures, traffic detours and/or restriction of traffic movements. The traffic control plans shall indicate the work area, all proposed signs, the spacing and location of all traffic control devices (arrow boards, flagmen, barricades, cones, pylon construction markers, etc.) the limits of proposed parking prohibitions, and the width and location of any rerouted traffic lanes. Overnight control shall be addressed in the traffic control plans.

All open trenches must be adequately delineated by use of acceptable warning signs and devices during non-construction hours. The Contractor shall devise a typical plan indicating the type and spacing of barricades, signs, arrow boards, warning lights, pylon construction markers, construction tape, etc... to be used during non-construction hours. This plan must be submitted to the Engineer at the preconstruction meeting for review and approval.

All asphalt improvement areas must be within .10 feet of finish grade at the end of each work day, and top lift must be in place within five working days. No open trenches will be allowed overnight. All asphalt repair areas shall be open to traffic no later than 4:30 p.m. unless authorized by the Engineer.

Field traffic control shall be handled in such a manner as to adequately and safely direct all traffic movements in the project area. The Contractor shall not proceed with construction at any time that, in the opinion of the Engineer, traffic control is inadequate to meet the field conditions. Traffic control measures, in addition to those indicated on the approved traffic control plans, may be required as field conditions dictate.

On-street parking shall be provided on at least one side of the street in the project area at all times except during actual construction hours.

When necessary, Contractor shall post streets to be repaired with "NO PARKING TOW-AWAY" signs at least 48 hours prior to the start of work in each area requiring parking restrictions. Areas to be posted with "NO PARKING TOW-AWAY" signs must be verified as correct by the Santa Clara Police Department, (408) 261-5360. Signs shall be maintained in the interval between posting and the actual tow-away.

Tow-away signs shall be placed in a manner conforming to the applicable ordinances. The tow-away signs shall indicate the date, time (civilian time), hours, and day of the week of the parking prohibition. Signs shall not be nailed or stapled to street trees, sign posts, or mail boxes. Posting shall be on street barricades only. Temporary "NO PARKING TOW-AWAY" signs to be posted shall be provided by the City.

The Contractor is responsible for contacting the City of Santa Clara Police Department at 408-261-5360 to request Tow-Away service, if required.

1.7 Work Areas

The Engineer, whenever possible, will arrange the work so that all of the work required to be

done in a section of the City will be scheduled continuously. The intent of the scheduling will be to prevent the Contractor from having to unnecessarily move from one part of town to another without having completed the work first assigned. Because there will be situations where it will be necessary to do work in locations separated from other work areas by a considerable distance, three (3) categories have been established in the Bid Schedule based on the volume of the pour. These categories are:

- A - One (1) cubic yard or less of portland cement concrete.
- B - Over one (1) to six (6) cubic yards of portland cement concrete.
- C - Over six (6) cubic yards of portland cement concrete.

For the purposes of determining which category applies, a distance of 1000 feet has been established. If a placement is to be made more than 1000 feet from a pour to be done at or near the same time, the volume of the remote pour would be calculated. Based on that calculation, Category A, B, C or D would apply. It is the intent that payment for work in a general work area will be paid for as Category C and that Categories A & B would only apply where the Contractor is required to interrupt the normal progression of work to do a piece of work more than 1000 feet away. The Engineer will determine which category applies.

1.8 Payment

Payment shall be per unit specified and shall be considered full compensation for furnishing all materials, equipment, labor, safety, traffic controls, cleanup and all work incidental thereto.

Bid items A.1 through 3, B.1 through 3, C.1 through 3, shall include: removal and replacement of existing concrete; removal of street pavement as necessary; replacement or repair of existing improvements; grading, filling and consolidating of base materials; tree and root pruning; and backfill and cleanup. Contractor is advised to closely review City of Santa Clara 2007 Standard Details ST-1, ST-2 AND ST-3.

Bid items A.4, B.4, C.4 - Sawcutting: This work shall include sawcutting curb / gutter or flat work at full existing concrete depth. Payment shall be per lineal foot of saw cut and shall include all preparation and cleanup.

Bid items A.5, B.5, C.5 - Doweling: Doweling shall include drilling a hole into existing portland cement concrete for a depth of 3" and furnishing and inserting a #4x7" dowel. Dowel must have a tight fit or be set in grout. Payment will be per each dowel.

Bid Items A.6, B.6, C.6, - Furnish and place No. 4 reinforcing steel: Payment for this item shall include furnishing and placing ASTM A615, grade 40 reinforcing steel in commercial driveway construction, and shall be per lineal foot of reinforcing steel placed.

Bid Item D.1 - Removal Park Strip: This work includes breaking up, loading and hauling away of portland cement concrete, asphalt, brick or other materials in areas such as park strips where new portland cement concrete is not to be installed. This work shall also include backfilling and smoothing out topsoil to a plane even with top-of-curb and top-of-sidewalk.

Bid Item D.2 - Sidewalk Cushion: Sidewalk cushion is intended to be used where sidewalk is

being relocated. This item shall include the construction of sub-grade, placement, grading and consolidation of the cushion material, as per Section 20, Sub-Section "C", construction methods of the State of California, Department of Transportation, Standard Specifications latest edition. Payment will be on a per ton basis.

Bid Item D.3 - Valley Gutter: This work shall include the removal of existing valley gutter, removal of street pavement if necessary, grading, filling and compaction of both sub-base and base material if necessary and construction of new valley gutter. Portland cement concrete shall be as specified in Section 20 of the State of California, Department of Transportation, Standard Specifications latest edition and shall include welded wire fabric (paid under pay item D.10). Payment will be on a square foot basis.

Bid Item D.4 - Curved Curb Ramps: This work shall include the removal of existing improvements, the construction of sub-grade, placement of cushion material (to be paid for under Item D.2) and construction of new handicap ramp per the City of Santa Clara 2007 Standard Details ST-9, ST-10 & ST-11. Payment will be on a per each basis.

Bid Item D.5 - Root Barriers: Payment shall be made per lineal foot of root barrier installation. Payment shall include excavating the required trench, and the furnishing of all labor, materials, tools, and equipment required to root prune, apply dressing, and install root barrier complete and in place. All root barriers will be 12-inches deep, minimum.

Bid Item D.6 and D.7 - Median Island Work: Payment shall include removal of existing improvements; removal of street pavement if necessary; grading, filling and consolidating of base materials. This work shall also include backfilling and replacement of topsoils in landscape median islands; protection in place or replacement of existing irrigation facilities (reconfiguration or modification of irrigation facilities if needed will be done by others); contractor shall supply traffic control and advance warning devices for lane closures.

Bid Item D.8 and D.9 - Minor Median Work: Payment shall be measured and paid per lineal foot for minor median island curbs per City of Santa Clara standard detail ST-8. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for returning serviceable existing segmented curbs to the City or disposing of non-serviceable existing curbs. Locations of minor median islands improvements shall be determined by the Engineer. Payment shall be measured and paid by the square foot minor median island cap of portland concrete median cap installed. Payment shall include full compensation for furnishing all labor, materials (including sand cushion), tools, equipment, and incidentals.

Existing minor median islands are constructed of temporary segmented curbs bolted and/or glued to the asphalt service. Portland concrete median curbs and median cap shall be placed at various locations determined by the Engineer. Alignment of permanent minor median islands shall generally be the same as the temporary island configuration.

Existing segmented curbs, if determined serviceable by the Engineer, shall be delivered to the Street Department, 1700 Walsh Avenue by the Contractor.

Concrete median curbs shall be Type B-6, as shown in the City of Santa Clara 2007 Standard Detail ST-8. Concrete median cap shall be minimum of 4 inches in depth, placed on a sand cushion over the existing asphalt.

Contractor is required to coordinate construction with the Street Department Traffic Maintenance Division (615-3030) a minimum of 48 hours in advance. City will be responsible for relocation of any traffic control post/signs that may be contained with minor median islands.

Bid Item D.10 - Reconstruction of Catch Basin Top: Payment shall be made for the removal and replacement of existing catch basin top; existing hood, frame and grate shall be salvaged and reused; replacement of existing rebar shall be included in the Bid Item and no additional payment will be included in Bid Items A.6, B.6 and C.6.

Bid Item D.11 - 3" Steel Pipe: Payment shall be made per lineal foot for the removal and replacement of curb face drain outlets.

Bid Item D.12 - 6x6 Welded Wire Mesh: Payment shall be made per square foot for the removal and replacement of wire mesh over curb face drains, and other locations where specified.

Bid Item D.13 - Brick Pavers: Payment shall be measured and paid per square foot of brick paver installed, complete and in place. Payment shall include all materials, tools, equipment, labor and incidentals to do the work.

Bid Item D.14 - Brick Paver Re-Leveling: Payment shall be measured and paid per square foot of brick pavers re-leveled, complete and in place. Payment shall include all materials, tools, equipment, labor and incidentals to do the work

Bid Item D.15 - Asphalt Sawcutting: Payment shall be measured and paid per lineal foot. Payment includes all labor and equipment necessary to cut marked out areas and to follow City of Santa Clara Storm Water Pollution Best Management Practices. Price to include asphalt thickness up to 6".

Bid Item D.16 - Asphalt Replacement: Payment shall be measured and paid per the theoretical weight, measured in tons. The theoretical weight will be calculated based upon the individual asphalt replacement areas marked by the City, multiplied by the depth, multiplied by the weight of asphalt in lb/cubic feet (assume 148 lbs/cubic foot), all divided by 2000. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the asphalt repairs, complete in-place, removal of asphalt/baserock/earth spoils, including any and all additional work described in these project specifications and plans. Any and all removal and replacement done outside of the areas marked by the City or to depths greater than the required 7 inches on residential streets and 10 inches on collector streets will be at the expense of the contractor.

Payment shall be made for only those items shown on Exhibit F Fee Schedule. Any item of work that is not shown on Exhibit F, but is required by these specifications shall be considered as incidental and full compensation for same shall be made as considered included in the payment for the bid items shown on the bid proposal. Payment for each bid item shown on Exhibit F shall be made as specified in these Provisions.

In general, contract prices and payments shall include, but not be limited to, full compensation for all necessary materials, labor, tools, equipment, traffic control, and incidentals to do all the

work involved, complete and in place, as shown on the plans, as specified in the specifications and as directed by the Engineer.

2.0 HOURS OF WORK

The hours of concrete removal / replacement and other related work are to occur only between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday.

Weekend work, if requested by the Contractor, will be considered by the Engineer. Approval of weekend work will be no additional cost to the City and considered incidental to the proposal item(s).

3.0 CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and all exhibits; drawings details, attachments and specifications; the General Information to Bidders; Contractor's Bid; all change orders for the Project; all bonds, insurance certificates and policies required by this Contract; and any other writing required by this Contract. Contract Documents are complementary; what is called for by one is as binding as if called for by all.

4.0 SUBCONTRACTORS

Unless otherwise stated herein, the term "Contractor" shall include subcontractors and Contractor shall ensure that the duties, burdens and obligations set forth herein shall be binding on Contractor's subcontractors.

5.0 AWARD OF CONTRACT

City will make the Award of Contract by issuing a Notice to Proceed. However, as a condition to City signing the Contract, Contractor shall, within ten (10) days of receipt of the Notice to Proceed, deliver to City the executed Contract, forms, bonds and insurance documents required by the Contract in the required amounts.

6.0 BONDS

Within 10 days of receipt of the Notice of Proceed, Contractor shall file with City the following bonds:

6.1 Construction Performance Bond

Corporate surety bond, in the form of Document 00610 (Construction Performance Bond), attached hereto as Exhibit B - 00610, in the penal sum of 25% of the Contractor's Bid as accepted, to guarantee faithful performance of the Work; and

6.2 Construction, Labor and Materials Bond

Corporate surety bond, in the form of Document 00620 (Construction Labor and Material Payment Bond), attached hereto as Exhibit C - 00620, in the penal sum of 25% of the Contractor's Bid as accepted, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.

All Sureties must be satisfactory to City. Corporate sureties on these bonds and on bonds accompanying Bids shall be executed by an admitted surety insurer, duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of "A- VI" or better.

7.0 DRAWINGS AND SPECIFICATIONS

7.1 Intent

Drawings and specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe work (including services), materials or equipment, that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.

8.0 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall immediately refer the matter to City, in writing. City will issue with reasonable promptness written responses, clarifications or interpretations as City may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract sum or Contract time, Contractor shall give City prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with City's response, clarification, or interpretation and may make a written claim for the adjustment as provided in this Contract.

9.0 STANDARDS TO APPLY WHERE SPECIFICATIONS ARE NOT FURNISHED

Contractor shall adhere to the following standards in the following order: (1) City specifications and requirements; (2) Caltrans specifications for roads and road construction. If neither the City's nor CalTrans' standards are applicable, the following general specifications shall apply wherever in the specifications, or in any directions given by City in accordance with or supplementing specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes for first-class work of the kind required. Contractor shall specify in writing to City the materials to be used or Work to be performed under this paragraph within 10 (ten) working days prior to furnishing such materials or performing such Work.

10.0 DEVIATION FROM SPECIFICATIONS AND DRAWINGS

Contractor shall perform Work in accordance with drawings and specifications. Contractor may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon City's advance written approval of the proposed deviation.

City may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items.

11.0 OWNERSHIP AND USE OF COPYRIGHTS, TRADEMARKS, DRAWINGS, SPECIFICATIONS AND CONTRACT DOCUMENTS

Copyrights, trademarks, Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of City. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

12.0 CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

12.1 City's Right To Perform Construction And To Award Separate Contracts

City may perform with its own forces, construction or operations related to the Project. City may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in these Contract Documents shall mean the Contractor herein.

13.0 MUTUAL RESPONSIBILITY

Contractor shall afford all other contractors, utility owners and City (if City is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.

City will have authority over coordination of the activities of multiple contractors in cases where City performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site.

14.0 CITY AND PAYMENT

14.1 Means And Methods Of Construction

City will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and

regulations applicable to the furnishing or performance of Work. City will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

14.2 Receipt And Processing Of Applications For Payment

Contractor shall prepare the schedules, submit applications for payment and warrant title to all Work covered by each application for payment. City will review Contractor's applications for payment and make payment thereon, and Contractor shall make payments to subcontractors, suppliers and others.

15.0 CONTROL OF THE WORK

15.1 Supervision Of Work By Contractor

Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

15.2 Observation Of Work By City

Work shall be performed under City's general observation and administration. Contractor shall comply with City's directions and instructions in accordance with the terms of Contract Documents, but nothing contained herein shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. City's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

16.0 WARRANTY, GUARANTY, AND INSPECTION OF WORK

16.1 General Representations and Warranties

Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing the Work and to completion in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, drawings and specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

16.2 Extended Guarantees

Any guarantee exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply City with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

16.3 Environmental and Toxics Warranty

The covenants, warranties and representations contained in this paragraph are effective continuously during Contractor's Work on the Project and shall survive this Contract, Contractor covenants, warrants and represents to City that:

Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide City with copies thereof.

17.0 INSPECTION OF WORK

17.1 Work Subject to Inspection

All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by City, its agents, representatives or independent contractors retained by City to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, City shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

17.2 Notice of Inspection

Contractor shall give City timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

17.3 Responsibility for Inspection

If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish City with the required certificates of inspection, or approval. City will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

17.4 Covered Work

If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of City, Contractor shall uncover the Work at City's request. Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to City's request, Contractor shall uncover Work for City's observation or inspection at City's request. Contractor shall bear the cost of uncovering Work.

Whenever required by City, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, City, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for examination.

17.5 No Waiver of Inspection

Inspection of the Work by or on behalf of City, or City's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Amendment signed by City, to perform Work in conformance with the Contract Documents.

Any inspection, evaluation, or test performed by or on behalf of City relating to the Work is solely for the benefit of City, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by City, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

18.0 CORRECTION OF DEFECTIVE WORK

18.1 Replacement of Defective Work

If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, City may order Contractor to replace any defective work, as determined solely by City, or stop any portion of Work to permit City (at Contractor's expense) to replace such Defective Work. These City rights are entirely discretionary on the part of the City, and shall not give rise to any duty on the part of City to exercise the rights for the benefit of Contractor or any other party.

18.2 Correction or Removal of Defective Work

City may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. An Amendment will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract sum, City may decide the proper amount or, in its discretion may elect to leave the Contract sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with City's calculations, it may make a claim as provided in this Contract. City's rights under this paragraph shall be in addition to any other rights it may have under the Contract Documents or by law.

18.3 Correction Period

If within one year after the date of final acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

18.4 Acceptance And Correction Of Defective Work By City

City may accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such Defective Work. If City accepts any Defective Work prior to final payment, an Amendment will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract sum, City may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with City's calculations, Contractor may make a claim. If City accepts any Defective Work after final payment, Contractor shall pay to City, an appropriate amount as determined by City.

City may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with this Contract; or provide a plan for correction of Defective Work acceptable to City; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, City may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, its representatives, agents, employees, and other contractors and Engineer's consultants access to the Site to enable City to exercise the rights and remedies under this paragraph. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by City in exercising such rights and remedies. An amendment will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract sum, City may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with City's calculations, Contractor may make a claim as provided herein.

18.5 Rights Upon Inspection Or Correction

Contractor shall not be allowed an extension of Contract time because of any delay in the performance of Work attributable to the exercise by City of its rights and remedies under this Article 9. Where City exercises its rights under this Article 9, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where an Amendment cannot be agreed upon.

Inspection by City shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive City's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless City agrees otherwise in writing.

19.0 SAMPLES AND TESTS OF MATERIALS AND WORK

Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare samples or test specimens at its expense and furnish them to City. Contractor shall submit all samples in ample time to enable City to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

20.0 PROOF OF COMPLIANCE OF CONTRACT PROVISIONS

In order that City may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to City properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

21.0 ACCEPTANCE

Inspection by City or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by City, any extension of time, any verbal statements on behalf of City or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to City herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

22.0 PROFICIENCY IN ENGLISH

Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

23.0 CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES

Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If City notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing City, or violates sanitary rules, or is otherwise unsatisfactory, and if City requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of City.

24.0 CONTRACTOR TO SUPPLY SUFFICIENT WORKERS AND MATERIALS

Unless otherwise required by City under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

25.0 CONTRACTOR TO LIST TRADES WORKING

Contractor shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to City.

26.0 PROSECUTION AND PROGRESS OF THE WORK

26.1 Cost Data

Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide City with monthly summaries of this information.

26.2 Daily Reports

Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide City with copies for each Day Contractor works on the Project, to be delivered to City either the same Day or the following morning before starting work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

26.3 City's Right to Audit

City shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site. City and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this Contract at any time during the Project and for a period of five years following final acceptance. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

Upon completion of the Work, Contractor shall deliver to City, the Project Record Documents, samples and shop drawings and as-built drawings.

27.0 CLAIMS BY CONTRACTOR

27.1 Work Disputes

Contractor shall give written notice to City of any dispute arising under the Contract Documents respecting the true value of any Work performed, the implementation of Work required by Contract Documents, any Work omitted, any extra Work that Contractor may be required to perform or time extensions, respecting the size of any payment to Contractor during the performance of Contract Documents, or of compliance with Contract Documents

procedures. City will render a determination regarding the issue, which shall be final. If Contractor disagrees with City's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Contract. Pending the resolution of any claim, Contractor shall diligently prosecute the Disputed work to final completion.

27.2 The claim notice and documentation procedure described in this Article 26 applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier. All Subcontractor and supplier claims of any type shall be brought only through Contractor as provided in this Article 26. Under no circumstances shall any Subcontractor or supplier make any direct claim against City.

27.3 "Claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Article 12.

27.4 A voucher, invoice, email, proposed change, Application for Payment, cost proposal, RFI, amendment, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate claim in compliance with claim submission requirements.

27.5 The provisions of this Article 26 apply under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5 and survive termination, breach or completion of the Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim.

27.6 Procedure

Should any clarification, determination, action or inaction by City, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and City will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven (7) days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with City stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Contract Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph 26.5.1, Contractor shall waive its rights to further claim on the specific issue.

City will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, it shall so notify City, in writing, within seven (7) days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within thirty (30) days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its

position. Contractor's failure to furnish notification within seven (7) days and all justifying documentation within thirty (30) days will result in Contractor waiving its right to the subject claim. If Disputed Work persists longer than thirty (30) days, then Contractor shall, every thirty (30) days until the Disputed Work ceases, submit to City a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every 30 Days shall result in waiver of the claim for that thirty (30) day period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule input and/or any time extension will be determined at a later date shall not comply with this paragraph 26.5.1 and shall result in Contractor waiving its claim(s).

27.6.1 Upon receipt of Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, City or its designee will review the issue and render a final determination.

27.6.2 EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), CITY SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS.

27.7 Claim Format

Contractor shall submit the claim justification in the following format on a form supplied by the City Clerk's Office:

1. Cover letter and certification;
2. Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;
3. List of documents relating to claim including specifications, drawings, clarifications/requests for information, schedules, notices of delay, cost calculations and any others and attach supporting documents of all listed documents;
4. Chronology of events and correspondence;
5. Analysis of claim merit; and,
6. Analysis of claim cost.

27.8 Exclusive Remedy

Contractor's performance of its duties and obligations specified in this Article 27 and submission of a claim as provided in this Article 27 is Contractor's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or Contract Documents, negligence or strict liability by City, its representatives, consultants or agents, or the transfer of Work or the Project to City for any reason whatsoever. Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. Compliance with the notice and claim submission procedures described in Article 27 is a condition precedent to the right to commence

litigation, file a Government Code Claim, or commence any other legal action. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 27 may not be asserted in any Government Code Claim, subsequent litigation, or legal action. City shall not have deemed to waive any provision under this Article 27, if at City's sole discretion, a claim is accepted in a manner not in accord with this Article 27.

27.9 Subcontractor Claims

Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. City shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

28.0 LEGAL AND MISCELLANEOUS

28.1 Laws And Regulations

Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify City and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

28.2 Precedence

Whenever Drawings and specifications require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and specifications shall govern. Whenever Drawings and specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

28.3 Permits And Taxes

No permits shall be required for this work except in State rights-of-way. Where work occurs in State rights-of-way, the City shall make application and procure such permit. Contractor shall comply with all the terms and conditions of the State permit as if the Contractor was the permittee.

Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where City may have already obtained permits for the Work.

29.0 RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

29.1 Release

City and each of its officers, employees, consultants and agents including, but not limited to the Council and each City's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

29.2 Indemnity and Defense

To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, City and each of its officers, employees, consultants (including without limitation Consulting Engineer) and agents, including but not limited to the Council and each City's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of City or by any person or entity required to be indemnified hereunder.

29.3 Contractor's Waiver of Indemnification

With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against City and each of its officers, employees, consultants and agents including, but not limited to City, the Council and each City's Representative.

29.4 Effect of Insurance

Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

29.5 Application

To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If

Contractor fails to perform any of these defense or indemnity obligations, City may in its discretion back charge Contractor for City's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.

29.6 Sole Negligence and Willful Misconduct

The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to City or other indemnified party to the extent of its active negligence.

30.0 SUSPENSION OF WORK

City may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as City may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption. No adjustment shall be made to extent that:

- 30.1 Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
- 30.2 An equitable adjustment is made or denied under any other provision of Contract Documents; or
- 30.3 The suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Article 27 of this Document.

31.0 TERMINATION OF CONTRACT FOR CAUSE

31.1 Default and Termination

City may declare Contractor in default of Contract Documents and City may terminate Contractor's right to proceed under the Contract Documents for cause.

31.2 Request for Assurances

If City at any time reasonably believes that Contractor is or may be in default under the Contract Documents, City may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which City may advise Contractor of in writing. Contractor shall, within five (5) days of City's request, deliver a written cure plan. Failure of Contractor to provide such written assurances of performance and the required written plan, within five (5) days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.

31.3 Notice to Surety

In event of termination for cause, City will immediately serve written notice thereof upon surety and Contractor. Surety shall have the rights and obligations set forth in Document 00610 (Construction Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), City may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

31.4 In the event of termination for cause:

31.4.1 City will compensate Contractor for the value of the Work delivered to City upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides City with Project record documents showing the Work performed up to the date of termination. However, City will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.

31.4.2 Contractor shall deliver to City possession of the Work in its then condition including, but not limited to, Project records, Project record documents, cost data of all types, drawings and specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this paragraph shall not be interpreted to diminish any right which City may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate City for all loss, cost, damage, expense, and/or liability suffered by City as a result of such termination and failure to comply with Contract Documents.

31.4.3 City may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Subcontractors.

32.0 REMEDIES AND CONTRACT INTEGRATION

32.1 In any proceeding to enforce the Contract Documents, Contractor and City agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability and remedies clauses, claims procedures and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.

32.2 Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

33.0 INTEREST OF PUBLIC OFFICERS

No representative, officer, or employee of City, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

34.0 LIMIT OF LIABILITY

CITY, AND EACH OF ITS OFFICERS, COUNCIL MEMBERS, EMPLOYEES, CONSULTANTS (INCLUDING WITHOUT LIMITATION CONSULTING ENGINEER), VOLUNTEERS AND AGENTS SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

35.0 MODIFICATIONS OF CONTRACT DOCUMENTS

No modification or deviation from the Contract Documents, drawings and specifications will be permitted except by a written amendment hereto. Amendments in excess of City's approved limit must be approved by the City Council and a performance bond rider covering the changed work executed before proceeding with the changed work. Contractor is charged with knowledge of City's approved amendment limits and procedures in effect at the applicable time.

36.0 TIME ALLOWANCES

36.1 Time Allowances For Performance Of Contract Documents

36.1.1 When Contractor and City have signed the Contract Documents, City will serve a Notice to Proceed upon Contractor to that effect, either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a pre-paid wrapper directed to Contractor at legal address or (at City's option) by delivery by other means at legal address.

36.1.2 Contractor shall begin providing the services under the requirements of this Contract upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have been received by Contractor five (5) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the services within the time limits set forth in this Contract.

36.1.3 The start date for Contract time shall be on the date indicated in the applicable Notice to Proceed. If no date is indicated, the start date for Contract time shall be the fifth day from the date that Contractor receives, by hand delivery or facsimile transmission, City's written Notice to Proceed, unless the Notice to Proceed is served by mail only, in which case the start date for Contract time shall be the fifth day following the mailing date. The total number of days for completion of the Work under the Contract Documents shall be until September 30, 2009.

37.0 ENTITLEMENT TO CHANGE OF CONTRACT TIME

The Contract time may only be changed by written amendment and all time limits stated in the Contract Documents are of the essence. The Contract time will be adjusted in an amount equal to the time lost due to:

37.2.1 Changes in the Work ordered by City;

37.2.2 Acts or neglect by City, any City's Representative, utility owners or other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents; or

37.2.3 Fires, floods, epidemics, abnormal weather conditions beyond the typical and normal weather parameters, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents, provided that: (1) Contractor actually has been prevented from completing any part of the Work within the Contract time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor); and

37.2.4 A claim for delay is made as provided herein; and

37.2.5 Contractor demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested. Where Contractor is prevented from completing any part of the Work within the Contract time due to delay beyond the control of both City and Contractor (including, but not limited to, acts of other contractors or utilities, but excluding adverse weather of all types), an extension of Contract time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay.

38.0 NOTICE OF DELAY

Within seven days of the beginning of any delay, Contractor shall notify City in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event, and shall include a written schedule document that demonstrates delay to the critical path. City will determine all claims and adjustments in the contract time. No claim for an adjustment in the Contract time will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph.

39.0 TIME EXTENSIONS AND/OR DAMAGES, ENTITLEMENTS FOR DELAYS

39.1 Contractor may receive a time extension and be compensated for delays caused directly and solely by City.

39.2 Contractor may receive a time extension without compensation for delays resulting in whole or in part from causes beyond the reasonable control of Contractor and City, e.g. adverse weather

conditions exceeding Contract Documents parameters, earthquakes, Acts of God and epidemics. In such cases, a time extension without compensation shall constitute Contractor's sole and exclusive remedy for such delays.

39.3 Contractor shall not be entitled to any time extension or compensation including, but not limited to, extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either City or others.

39.4 Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:

39.4.1 City's right to sequence the Work in a manner which would avoid disruption to City's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents; City's enforcement of any government act or regulation; or the provisions of the Contract Documents;

39.4.2 For changed Site conditions that are beyond the parties' contemplation, except that City may approve direct costs associated with unknown conditions (but not costs or damages which result from such delays); and

39.4.3 Extensive requests for clarifications to Contract Documents or modifications thereto, provided such clarifications or modifications are processed by City or its consultants in a reasonable time.

40.0 LIQUIDATED DAMAGES

40.1 Time Is Of The Essence

Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that City will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond the expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and City agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by City as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

40.2 Damages

Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by City for increased Project administration expenses, including extra inspection, construction management and architectural and engineering expenses related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, lost revenues, interest expenses, cost of completion of the Work,

cost of substitute facilities, claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against City as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof. Contractor shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due City.

40.3 Deduction of Liquidated Damages

City may deduct from any money due or to become due to Contractor subsequent to the time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved schedule, City may deduct liquidated damages based on its estimated period of late completion. City need not wait until final completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to City.

40.4 Liquidated Damages for Delay

It is mutually agreed by Contractor and City that, in the event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond September 30, 2009, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, Contractor shall pay to City the sum of seventy five dollars (\$75.00) per day in liquidated damages for each and every calendar day such delay in completion of said Services continues beyond September 30, 2009.

40.5 All Liquidated Damages Authorized By This Contract Are Cumulative

Type of Liquidated Damage	Amount of Liquidated Damage
Failure to complete all Work by September 30, 2009:	\$75/day
Failure to replace removed concrete within the same calendar week:	\$75/day/area incomplete
Failure to have replacement asphalt to finish grade within 30 calendar days:	\$75/day/area removed

41.0 WORKING CONDITIONS

41.1 Use Of Site/Sanitary Rules

All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to City's approval.

41.2 Storage

Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by City, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.

41.3 No Accumulation of Waste or Debris

During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by City at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

41.4 Protection of Structures and Pavement

Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

42.0 PROTECTION OF WORK, PERSONS, PROPERTY AND OPERATIONS

42.1 Safety

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by City, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to City's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by City in writing, Contractor shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any existing City facilities or operations.

42.2 Compliance and Underground Facilities

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground facilities and utility owners when

prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

42.3 Responsibility for Damage

Contractor shall remedy all damage, injury, loss or interruption to any property or operations referred to herein, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and final acceptance of the Work. City and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

42.4 Designation of Safety Representative

Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

42.5 Payment Withholding

City may, at its option, retain such moneys due under the Contract Documents as City deems necessary until any and all suits or claims against Contractor for injury to persons, property or operations shall be settled and City receives satisfactory evidence to that effect.

43.0 RESPONSIBILITY FOR SAFETY AND HEALTH

43.1 Health and Safety

Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and City's safety regulations as amended from time to time. Contractor shall comply with all City directions regarding protective clothing and gear.

43.2 Notice of Hazardous Conditions

Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify City, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

43.3 Safe Access

Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed: City designated routes for

ingress and egress thereto and any other City designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

44.0 EMERGENCIES

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from City, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by City. Contractor shall give City prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If City determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, an Amendment will be issued to document the consequences of such action.

45.0 USE OF ROADWAYS AND WALKWAYS

Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with City's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

46.0 NONDISCRIMINATION

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

47.0 ENVIRONMENTAL CONTROLS

Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any work performed under the Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017. Contractor shall be responsible for insuring that Contractor's employees, Subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

48.0 INSURANCE

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

48.1 Commercial General Liability Insurance

48.1.1 Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal Injury

48.1.2 Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

48.1.3 The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

48.2 Business Automobile Liability Insurance

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

Work being performed under this Agreement does not involve transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials.

48.3 Workers' Compensation

Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.

The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage,

compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

48.4 Compliance With Requirements

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

48.4.1 Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

48.4.2 Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

48.4.3 Cancellation

48.4.3.1 Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

48.4.3.2 Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

48.4.4 Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

48.5 Additional Insurance Related Provisions

Contractor and City agree as follows:

48.5.1 Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

48.5.2 Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

48.6 The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

48.7 Evidence of Coverage

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

48.8 Evidence of Compliance

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

City of Santa Clara Street Department
c/o Insurance Data Services - Insurance Compliance
P.O. 12010-S2 or 151 North Lyon Avenue
Hemet, CA 92546-8010 Hemet, CA 92543

Telephone: (951)766-2280; or
Fax: (951)766-2299

48.9 QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

49.0 NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

50.0 CONTRACTOR IS AN INDEPENDENT CONTRACTOR

It is agreed that in performing the work required under this Agreement, Contractor and any person employed by or contracted with Contractor to furnish labor and/or materials under this Agreement is not an agent nor employee of City. Contractor has full rights to manage its employees subject to the requirements of the law.

51.0 NO PLEDGING OF CITY'S CREDIT

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

52.0 OWNERSHIP OF MATERIAL

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

53.0 USE OF CITY NAME OR LOGO

Contractor shall not use City's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of City.

54.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

55.0 NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

The Office of the Director of Streets & Automotive Services
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 988-0237

And to Contractor addressed as follows:

Contractor's notice address:
Valley Concrete
1020 Ruff Drive
San Jose, CA 95110
or by facsimile at (408) 287-6095

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

56.0 CAPTIONS

The captions of the various sections, paragraphs and subparagraphs of this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

57.0 CHOICE OF LAW & VENUE

This Contract shall be governed and construed in accordance with the statutes and laws of the State of California and any dispute arising out of or related to this Contract shall be adjudicated in the Santa Clara County Superior Court.

58.0 CONFLICT OF INTEREST

Contractor certifies that to the best of its knowledge, no City employee or officer of any public agency has any pecuniary interest in the business of Contractor and that no person associated with Contractor has any interest that would conflict in any manner or degree with the performance of this Agreement. Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which constitute a violation of said provisions. Contractor will advise City if a conflict arises.

59.0 CONTRACTOR SHALL OBTAIN A VALID CITY BUSINESS LICENSE

Contractor shall obtain and maintain a valid business license in the City of Santa Clara.

60.0 RESIDENT NOTIFICATION

The Contractor shall notify, by circular, business establishments and residences at locations to have concrete removed and replaced. This shall be done within forty-eight (48) hours of work starting and not more than ninety-six (96) hours in advance of starting work on those affected locations. The circulars shall be furnished by the City and be "door hanger" style. Distribution of circulars is considered incidental and is not a pay item.

The Contractor shall also notify the Valley Transportation Authority at (408) 321-5555 and Emergency Communications at (408) 615-5580 for all concrete improvements that require lane closures and/or bus stop repair.

61.0 QUANTITY ALTERATION

The City reserves the right to increase, decrease or omit any item or portion of the work, up to twenty-five (25%) percent of the contract quantities' value with no change in unit proposal price, in order to remain within budget limitations.

62.0 WATER CONSERVATION PLAN

The City Council of the City of Santa Clara approved and adopted Water Use Prohibitions and Restrictions on April 13, 1993, which restrict the manner in which water is utilized. The followings are the restrictions that apply to these construction operations:

Cleaning of streets, sidewalks, driveways, parking lots or other paved or hard-surfaced areas, or washing of vehicles or other construction equipment is prohibited unless hoses are fitted with an operating, automatic shutoff valve. When using water trucks or sweepers, utilize recycled or reclaimed water unless not reasonably available.

Water waste due to broken or defective plumbing, fire systems, irrigation systems, or appurtenances thereto is prohibited.

The purpose of the policy is to minimize the use and especially the waste of potable water to the greatest extent possible. To this end, contractors are required to adhere to the above restrictions and are encouraged to use reclaimed water whenever possible.

Note that substantial fines shall be issued for any violation of these prohibitions.

Conformance with all provision of the Water Conservation Plan shall be considered incidental to the project, and no additional compensation shall be allowed therefor.

63.0 NONPOINT SOURCE POLLUTION CONTROL

Contractor shall perform the work in a manner which shall not allow harmful pollutants to enter the City storm drain system. To ensure compliance, the Contractor shall implement the appropriate Best Management Practice (BMP) as outlined in the brochures entitled "Best Management Practice for the Construction Industry" issued by the Santa Clara Valley Non-point Source Pollution Control Program to suit the construction site and job condition. The Contractor shall present his or her proposed BMP at the Pre-construction Meeting for discussion and approval.

Compensation for compliance with this provision shall be considered as included in the prices paid for the contract items of work provided in this contract, and no additional compensation will be allowed therefore.

64.0 COMPLIANCE WITH ETHICAL STANDARDS

As a condition precedent to entering into this Agreement, Contractor shall:

64.1 Execute the affidavit attached as Exhibit E-2 entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS," and,

64.2 Read the attached Exhibit E-1 entitled "ETHICAL STANDARDS."

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

65.0 RECITALS

The recitals set forth in this Contract are true and correct.

66.0 INCORPORATION

All exhibits, attachments and details referenced in this Contract are incorporated as if fully set forth herein by this reference.

(Section 66 and signatures continued on page 42)

///

67.0 BINDING AGREEMENT

The parties acknowledge that this is a legally binding agreement and that each party has had an opportunity to have legal counsel review this Contract.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

Approved as to form:

HELENE LEICHTER
City Attorney
1500 Warburton Avenue

JENNIFER SPARACINO
City Manager


Attest:

Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ROD DIRIDON, JR.
City Clerk

"City"

**Valley Concrete
A California Corporation**

By: 
(Signature of Person executing the Agreement
on behalf of Contractor)

By: _____
(Signature of Person executing the Agreement
on behalf of Contractor)

TERESA M. ARDO
(Please Print or Type Name)
Title: Gen Mngr.
Local Address:
1020 Ruff Dr.
San Jose, CA.
95110
Telephone: (408) 287-6091
Fax: (408) 287-6095

(Please Print or Type Name)
Title: _____
Local Address: _____

Telephone: () - ____
Fax: () - ____

"Contractor"

I:\Karin\STREET MAINTENANCE\2008-09 Curb Gutter & Sidewalk Project\2008-09 Curb Gutter & Sidewalk Project Aug. 12, 2008.doc

LIST OF EXHIBITS

Exhibit Letter.	Title
A	General Information for Bidders
B	Construction Performance Bond Form Document 00610
C	Construction Labor & Materials Bond Form Document 00620
D	Non-collusion Affidavit
E-1	Ethical Standards For Contractors
E-2	Affidavit of Compliance With Ethical Standards
F	Fee Schedule

LIST OF DETAILS

Detail No.	Title
ST-1	RESIDENTIAL DRIVEWAY WITH ATTACHED SIDEWALK
ST-2	RESIDENTIAL DRIVEWAY WITH SEPARATED SIDEWALK
ST-3	DEPRESSED DRIVEWAY FOR EX. 5' ATTACHED SIDEWALK
ST-3A	DEPRESSED COMMERCIAL DRIVEWAY FOR EX. 5' ATTACHED SIDEWALK
ST-4	COMMERCIAL DRIVEWAY WITH/WITHOUT SEPARATED SIDEWALK
ST-5	COMMERCIAL DRIVEWAY WITH ATTACHED SIDEWALK
ST-6	MONOLITHIC CURB AND GUTTER
ST-7	MONOLITHIC CURB, GUTTER AND SIDEWALK
ST-8	CONCRETE MEDIAN CURBS AND VALLEY GUTTER
ST-9	CURVED CURB RAMP
ST-10	STRAIGHT CURB RAMP
ST-11	CURB RAMP GROOVING AND TRUNCATED DOME DETAILS
ST-12	CONCRETE JOINTS
ST-13	DOWEL CONNECTIONS
ST-14	SIDEWALK TO CURB CONNECTION

EXHIBIT A GENERAL INFORMATION FOR BIDDERS

LOCATION OF PROJECT

This work will occur at various locations in the City of Santa Clara.

CONTRACT REVIEW, BONDS, INSURANCE & INDEMNIFICATION

Bidders must thoroughly review this form, the Contract for this project and all exhibits to the contract, and all drawings and specifications. Bidders submission of a bid certifies that bidder has thoroughly reviewed and understands all of these documents. A bid bond is not required for this project. The successful bidder will be required to post a performance bond, labor and materials bond and meet the City's insurance requirements as is required in the Contract for the project.

BID DUE DATE

The City of Santa Clara Purchasing Department at 1500 Warburton Avenue; Santa Clara, CA 95050, (408) 615-2020, will receive sealed bids until **4:00 P.M. on November 12, 2008** for performing work as outlined in the following Specifications.

BID DUE DATE REQUIREMENTS

On the above bid date, bidders are required to submit a completed Exhibit F – Fee Schedule and provide a minimum of two projects completed by the Contractor of similar size and scope within 30 miles of the City of Santa Clara.

BID AWARD

The City reserves the right to reject any and all bids and rebid the contract or not award any contract. The City further reserve the right to not consider a nonresponsive bid. If the City awards a contract, the City shall award the maintenance agreement to the lowest responsible bidder.

HOURS OF WORK

The hours of asphalt removal / replacement and reconstruction and other related work are to occur only between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday.

Weekend work, if requested by the Contractor, will be considered by the Engineer. Approval of weekend work will be no additional cost to the City and considered incidental to the proposal item(s).

DESCRIPTION OF WORK

The work to be done is maintenance type work and consists, in general, of the removal and replacement of existing portland cement concrete sidewalks, curb & gutters, curbs, walkways, driveways, minor median islands, asphalt replacement adjacent to portland cement concrete work, flat work, brick paving stones and tree root barriers, as required. The work may also include the removal and replacement of valley gutters, handicapped ramps, and historical plaques as noted.

The majority of the work consists of removal and replacement of portland cement concrete curb & gutter and sidewalk where drainage problems exist or where displacements may become a public safety hazard. The improvements will be replaced over existing base material in most cases. When it is necessary to remove pavement adjacent to the lip of the gutter, replacement of asphalt concrete pavement will be completed by the Contractor. An item for cushion material is provided when valley gutters and handicapped ramps are constructed, or when sidewalks are relocated.

CITY BUSINESS LICENSE

Contractor is required to obtain a City Business License.

CIRCULARIZING BUSINESS AND RESIDENCES

The Contractor shall notify, by circular, business establishments and residences at locations to have asphalt concrete removal. This shall be done within forty-eight (48) hours of work starting and not more than ninety-six (96) hours in advance of starting work on those affected locations. The circulars shall be furnished by the City and be "door hanger" style. Distribution of circulars is considered incidental and is not a pay item.

The Contractor shall also notify the Valley Transportation Authority at (408) 321-5555 and Emergency Communications at (408) 615-5580 for all streets that require lane closures and/or bus stop repair.

WORK AREAS

The work has been divided into three categories based on the volume of the portland cement concrete placed in an area.

TRAFFIC CONTROL - SIGNING AND BARRICADING

The Contractor shall use proper signing and barricading to protect pedestrians and the driving public. Temporary construction signs shall be placed in advance of work areas. Cones and barricades shall be used as required to guard against hazardous conditions in the construction zone.

Signs and barricades shall be furnished by the Contractor in accordance with the latest edition, California Manual of Temporary Traffic Controls for construction and maintenance work zones.

PREVIOUS WORK

Each offeror is to furnish with the proposal, the location of two projects constructed. These projects are to be similar in size and nature to this proposed project. These projects must have been constructed recently and with a crew similar to the crew that will be used on this project. The two examples must be within thirty miles of the City of Santa Clara. The quality of the examples will be used in comparing the proposals received, evaluating the Contractor's ability to perform the work, and in selecting the successful offeror.

APPEAL OF AWARD

Any proposer may appeal the City's award of the contract for this project to the Department Head for the City of Santa Clara's Streets and Automotive Department. Any appeal must meet all of the following criteria:

- (a) filed within three (3) working days of the City's award of the contract;
- (b) written;
- (c) contain all supporting documentation.

Upon Receipt of an appeal of the award of contract, the Director, or the Director's designee, shall evaluate the appeal and all supporting documentation. The Director's decision shall be in writing, issued within five (5) working days of the date the appeal was received at the City; and shall be final, conclusive, and without further appeal.

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
 - 3.1 City has declared a Contractor default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 City has agreed to pay the balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of Paragraph 3, Surety shall promptly (within thirty (30) days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids from qualified contractors acceptable to City for a contract for performance and completion of the Construction Contract, and, upon determination by City of the lowest responsible bidder, arrange for a contract to be prepared for execution by City and the contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to City the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City, determine in good faith the amount for which it may then be liable to City under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If City disputes the amount of Surety's tender under this paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.
5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.

6. Surety's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the courts of the County of Santa Clara, or in a court of competent jurisdiction in the location in which the work is located.
10. All notices to Surety or Contractor shall be mailed or delivered to the address shown on the signature page, and all notices to City shall be mailed or delivered as provided in Document 00520, Agreement. Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
 - 12.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
 - 12.2 Construction Contract: The agreement between City and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, including but not limited to, "default" as provided in the Construction Contract.
 - 12.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

I:\Karin\STREET MAINTENANCE\2008-09 Curb Gutter & Sidewalk Project\Bonds - Construction Performance Bond.DOC

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to City, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided City has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no City Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its subcontractors, for all sums due Claimants. If Contractor or its subcontractors however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the work to be performed thereunder, or materials or equipment to be furnished thereunder or the specifications accompanying the same, shall in any affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications or any other changes.
9. Suit against Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered to the address shown on the signature page, and all notices to City shall be mailed or delivered as provided in Document 00520, Agreement. Actual receipt of

notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§3247, 3248, et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. **DEFINITIONS**
 - 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of Contractor and Contractor's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
 - 13.2 Construction Contract: The agreement between City and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 13.3 City Default: Material failure of City, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT

I:\Karin\STREET MAINTENANCE\2008-09 Curb Gutter & Sidewalk Project\Bonds - Construction Labor and Materials Bond.DOC

EXHIBIT D
DOCUMENT 00481

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)

COUNTY OF Santa Clara) ss.

I, Teresa M. Arvo, being first duly sworn, deposes and says that he or she is Gen. Mgr./Sec./Treas. [Office of Affiant] of Valley Concrete [Name of Bidder], the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against the City of Santa Clara, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

Valley Concrete
(Name of Bidder)

Murphy
(Signature of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 20____

Notary Public of the State of _____
In and for the County of _____
My Commission expires _____

See Attached
(Seal)

(If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.)

(If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

END OF DOCUMENT

STATE OF CALIFORNIA

COUNTY OF

Santa Clara

} ss.
}

Subscribed and sworn to (or affirmed) before me, Kimberly A. Dulay, Notary Public

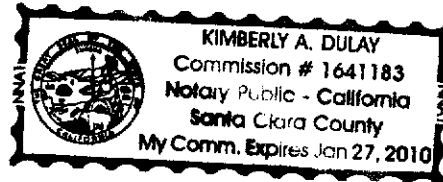
on this 20th day of November, 2008

by Lessa Marrero

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

This area for official notarial seal



Kimberly A. Dulay
Signature

My Commission Expires: 01/27/2010

Notary Name: Kimberly A. Dulay

Notary Phone: (408) 315-2698

Notary Registration Number: 1641183

County of Principal Place of Business: Santa Clara

Exhibit D - Document 00481

EXHIBIT E-2

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS
[CITY OF SANTA CLARA]

I, Teresa M. Arvo, being first duly sworn, depose and say to the City of Santa Clara ("City") that:

1. I am the Gen mngr / sec / treas. [insert title or capacity] of Valley Concrete [insert entity name] ("Bidder").

2. I hereby state that I have read and understand the attached Ethical Standards for Contractors ("Exhibit E-1"). I have examined appropriate business records and I have made inquiry of those individuals potentially included within the definition of "Contractor" contained in Exhibit E-2. I have authority to make these representations on my own behalf or on behalf of the legal entity herein identified.

3. Neither (a) Bidder nor (b) any individual(s) belonging to a category identified in footnote No. 1 of Exhibit E-1 has been convicted of any one or more of the crimes identified in Exhibit E within the past five (5) years.

4. Notwithstanding award of any contract by City or performance thereunder, the city shall have all rights and remedies described in Exhibit E-1.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

Valley Concrete
Corporation, Partnership, etc.
T. Arvo
Signature

Gen mngr / sec / treas.
Title

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

Attached

State of California

County of Santa Clara } ss.

On November 20th, 2008

Before me, **Kimberly A. Dulay**, Notary Public,

personally appeared Teresa M Arno

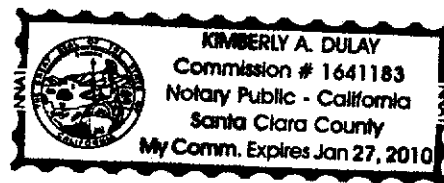
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notarial seal

Kimberly A. Dulay
Signature



My Commission Expires: January 27, 2010
Notary Name: Kimberly A. Dulay
Notary Registration Number: 1641183

Notary Phone: (408) 315-2698
County of Principal Place of Business:
Santa Clara

Exhibit E-2
City of Santa Clara

EXHIBIT "F"
FEE SCHEDULE

2008-09 SIDEWALK, CURB & GUTTER MAINTENANCE PROJECT

ITEM NO.	DESCRIPTION OF ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
A.	ONE CU. YD. CONC. OR LESS (81 S.F. Sdwlk. OR 18 L.F. Std. Curb & Gutter)				
	1. Remove & Replace 4" Sidewalk	285	S.F.	\$ 7.00	\$ 1995.00
	2. Remove & Replace 5" Sidewalk:				
	2.1 Residential Driveway w/ Attached Sidewalk (ST-1)	225	S.F.	\$ 7.00	\$ 1575.00
	2.2 Residential Driveway w/ Separated Sidewalk (ST-2)	150	S.F.	\$ 7.00	\$ 1050.00
	2.3 Depressed Driveway for Existing 5' Attached Sidewalk (ST-3)	210	S.F.	\$ 7.00	\$ 1470.00
	2.4 Partial Driveway Approach (Old Standard)	100	S.F.	\$ 7.00	\$ 700.00
	3. Remove & Replace Curb & Gutter	150	L.F.	\$ 28.00	\$ 4200.00
	4. Saw Cutting	50	L.F.	\$ 1.00	\$ 50.00
	5. Doweling	45	EACH	\$.90	\$ 40.50
	6. Furnish & Place #4 Rebar	20	L.F.	\$ 1.50	\$ 30.00
B.	OVER ONE (1) CU. YD. CONC. TO SIX CU. YD. (81-486 S.F. 4" SDWLK., 18-108 L.F. STD. CURB & GUTTER):				
	1. Remove & Replace 4" Thick Sidewalk	285	S.F.	\$ 7.00	\$ 1995.00
	2. Remove & Replace 5" Thick Sidewalk:				
	2.1 Residential Driveway w/ Attached Sidewalk (ST-1)	225	S.F.	\$ 7.00	\$ 1575.00
	2.2 Residential Driveway w/ Separated Sidewalk (ST-2)	150	S.F.	\$ 7.00	\$ 1050.00
	2.3 Depressed Driveway for Existing 5' Attached Sidewalk (ST-3)	210	S.F.	\$ 7.00	\$ 1470.00
	2.4 Partial Driveway Approach (Old Standard)	100	S.F.	\$ 7.00	\$ 700.00
	3. Remove & Replace Curb & Gutter	150	L.F.	\$ 28.00	\$ 4200.00
	4. Saw Cutting	50	L.F.	\$ 1.00	\$ 50.00
	5. Doweling	45	EACH	\$.90	\$ 40.50
	6. Furnish & Replace #4 Rebar	20	L.F.	\$ 1.50	\$ 30.00
C.	OVER SIX CU. YD. CONC.				
	1. Remove & Replace 4" Thick Sidewalk	6800	S.F.	\$ 7.00	\$ 47,600.00
	2. Remove & Replace 5" Thick Sidewalk:				
	2.1 Residential Driveway w/ Attached Sidewalk (ST-1)	225	S.F.	\$ 7.00	\$ 1575.00
	2.2 Residential Driveway w/ Separated Sidewalk (ST-2)	150	S.F.	\$ 7.00	\$ 1050.00
	2.3 Depressed Driveway for Existing 5' Attached Sidewalk (ST-3)	210	S.F.	\$ 7.00	\$ 1470.00
	2.4 Partial Driveway Approach (Old Standard)	100	S.F.	\$ 7.00	\$ 700.00
	3. Remove & Replace Curb & Gutter	2550	L.F.	\$ 28.00	\$ 71,400.00
	4. Saw Cutting	800	L.F.	\$ 1.00	\$ 800.00
	5. Doweling	500	EACH	\$.70	\$ 350.00
	6. Furnish & Replace #4 Rebar	200	L.F.	\$ 1.25	\$ 250.00
D.	ALL CATEGORIES AND LOCATIONS:				
	1. Remove Park Strip Improvements	100	S.F.	\$ 2.00	\$ 200.00
	2. Sidewalk Cushion	9	TON	\$ 10.50	\$ 94.50
	3. Valley Gutter	100	S.F.	\$ 14.00	\$ 1400.00
	4. Curved Curb Ramps	10	EACH	\$ 1800.00	\$ 18,000.00
	5. Root Barriers	20	L.F.	\$ 1.00	\$ 20.00
	6. Median Island Curb/Curb & Gutter	50	L.F.	\$ 16.00	\$ 800.00
	7. Median Island Flatwork & Noseings	20	S.F.	\$ 16.00	\$ 320.00
	8. Minor Median Island Curb	50	L.F.	\$ 16.00	\$ 800.00
	9. Minor Median Island Flatwork	60	S.F.	\$ 7.00	\$ 420.00
	10. Reconstruction of Catch Basin Tops	5	EACH	\$ 300	\$ 1500.00
	11. 3" Steel Pipe	5	L.F.	\$ 5.00	\$ 25.00
	12. 6 x 6 10/10 Welded Wire Mesh	20	S.F.	\$.15	\$ 3.00
	13. Brick Pavers	80	S.F.	\$ 6.50	\$ 520.00
	14. Brick Paver Re-Leveling	80	S.F.	\$ 5.00	\$ 400.00
	15. Asphalt Sawcutting	1600	L.F.	\$.50	\$ 800.00
	16. Asphalt Replacement	10	TON	\$ 223.00	\$ 2230.00
TOTAL					\$ 174,948.50

NAME OF BIDDER (Contractor):

ADDRESS: 1020 RUFF DR San Jose, CA 95110

TELEPHONE: (408) 287-6000 CALIF. CONTRACTOR'S LICENSE NO.: 830778

SIGNATURE & TITLE OF OFFICER:

DATE:

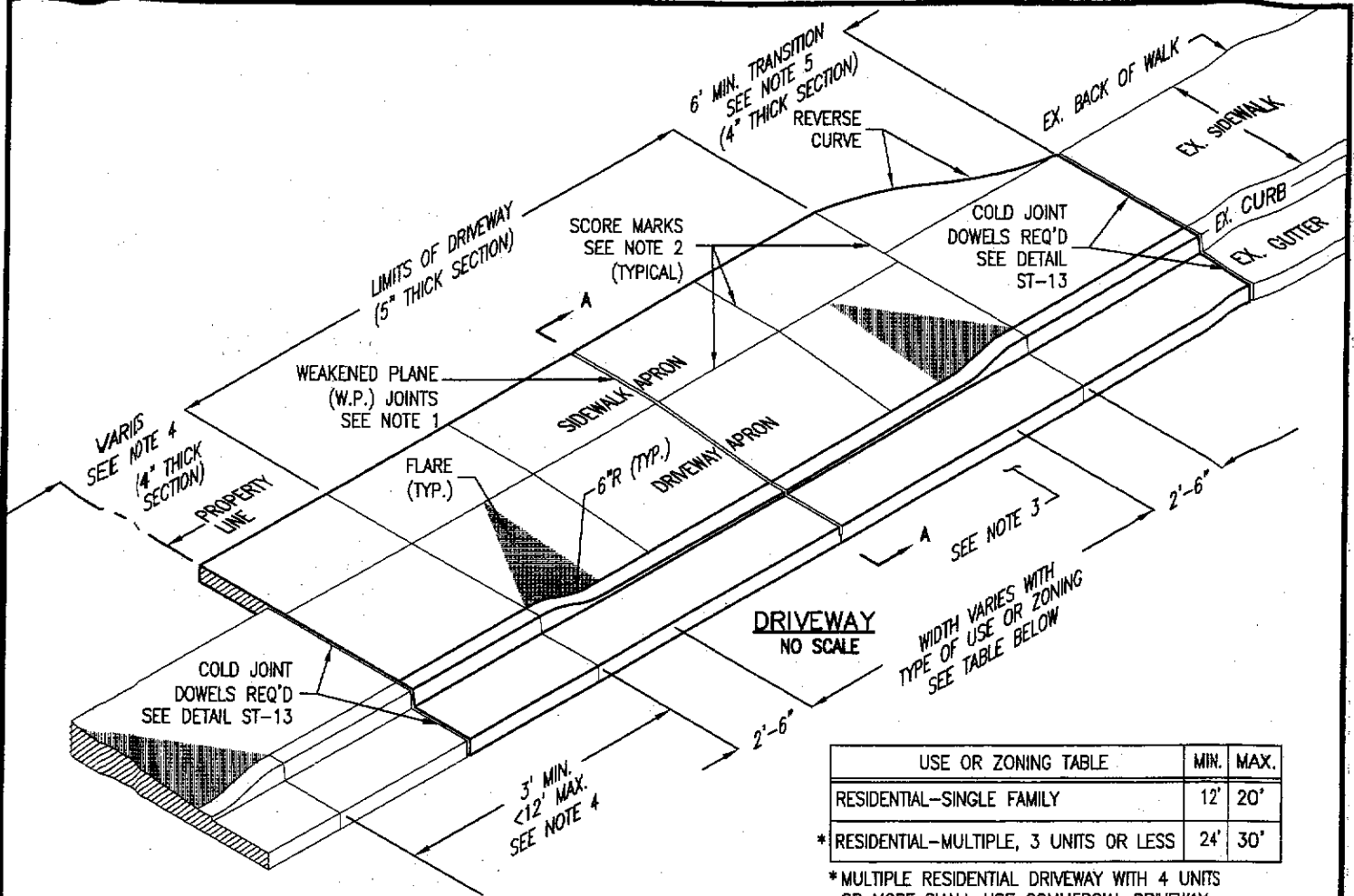
List two locations of examples of contractor's work. These must be filled in to consider bid as being responsive.

1.

2.

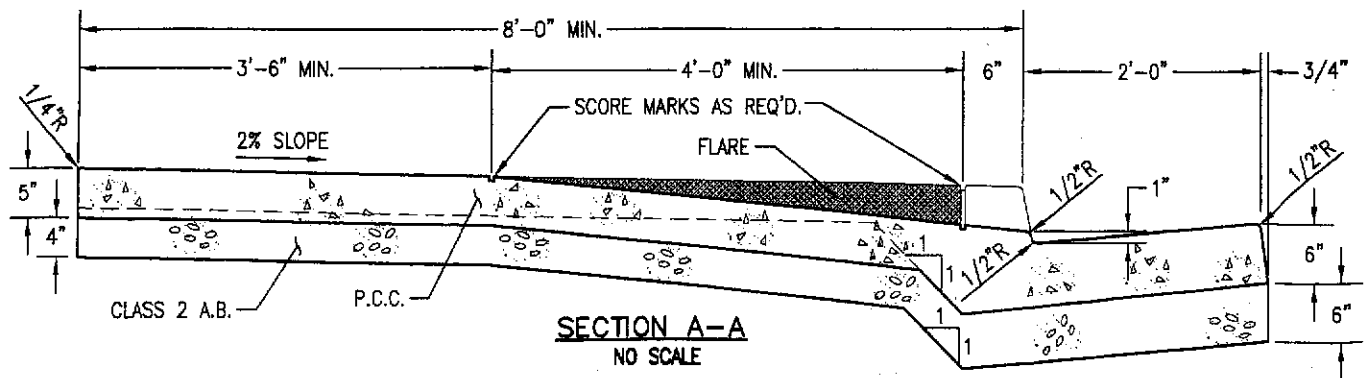
2953 marietta Dr. Santa Clara

878 Peppertree Lane, Santa Clara



NOTES:

1. W.P. JOINTS REQUIRED ON CENTERLINE FOR DRIVEWAYS 12' TO 20' WIDE. DRIVEWAYS 24' TO 30' WIDE SHALL HAVE 2 W.P. JOINTS EVENLY SPACED (AT 1/3 AND 2/3 POINTS).
2. PLACE SCORE MARKS AT 1/4 POINTS ON DRIVEWAYS 12' TO 20' WIDE AND AT 1/6 POINTS ON DRIVEWAYS 24' TO 30' WIDE. SCORE MARK REQUIRED AT DRIVEWAY SLOPE BREAK PARALLEL TO EXISTING FACE OF CURB.
3. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX A) FOR REQUIREMENTS.
4. WHERE THE DISTANCE BETWEEN NEW DRIVEWAY LIMIT AND PROPERTY LINE IS LESS THAN 6 FEET AT THE BACK OF DRIVEWAY AND THERE IS AN ADJACENT DRIVEWAY LESS THAN 12 FEET DISTANCE AWAY, THE SIDEWALK SHALL NOT TRANSITION. NEW SIDEWALK SHALL TERMINATE AT PROPERTY LINE.
5. WHERE THE DISTANCE BETWEEN NEW DRIVEWAY AND PROPERTY LINE IS EQUAL TO OR GREATER THAN 6 FEET AT THE BACK OF DRIVEWAY AND THERE IS NO ADJACENT DRIVEWAY WITHIN 12 FEET DISTANCE OF NEW DRIVEWAY, THE SIDEWALK SHALL TRANSITION FROM BACK OF DRIVEWAY TO EXISTING SIDEWALK.



USE OR ZONING TABLE	MIN.	MAX.
RESIDENTIAL-SINGLE FAMILY	12'	20'
* RESIDENTIAL-MULTIPLE, 3 UNITS OR LESS	24'	30'

* MULTIPLE RESIDENTIAL DRIVEWAY WITH 4 UNITS OR MORE SHALL USE COMMERCIAL DRIVEWAY.



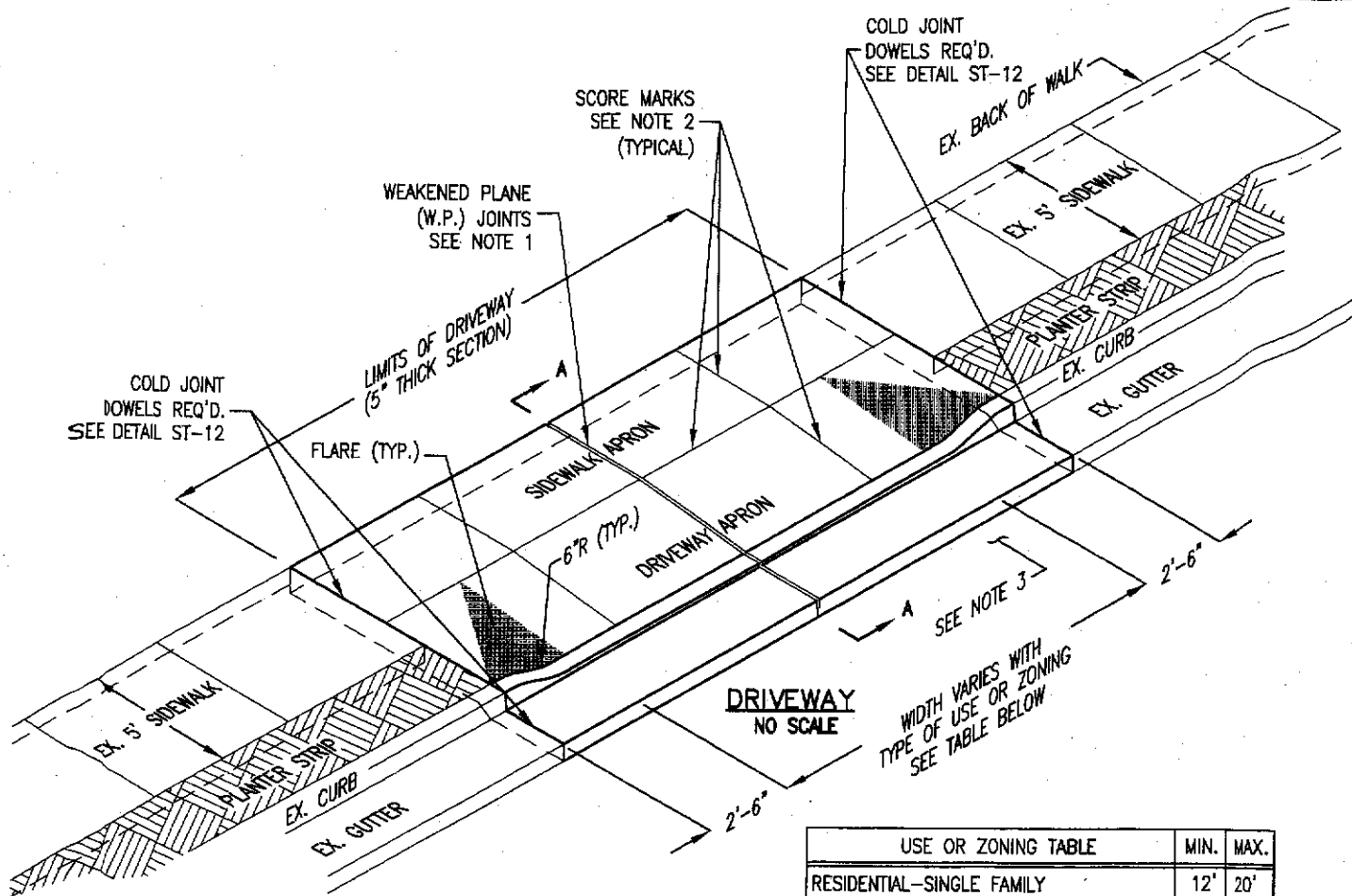
DRAWN BY: M. LEE
 CHECKED BY: S. THACH
 APPROVED BY: T. SUPAN
 DATE: JANUARY 2007

RESIDENTIAL DRIVEWAY WITH ATTACHED SIDEWALK

CITY OF SANTA CLARA

ST-1

PAGE: 1

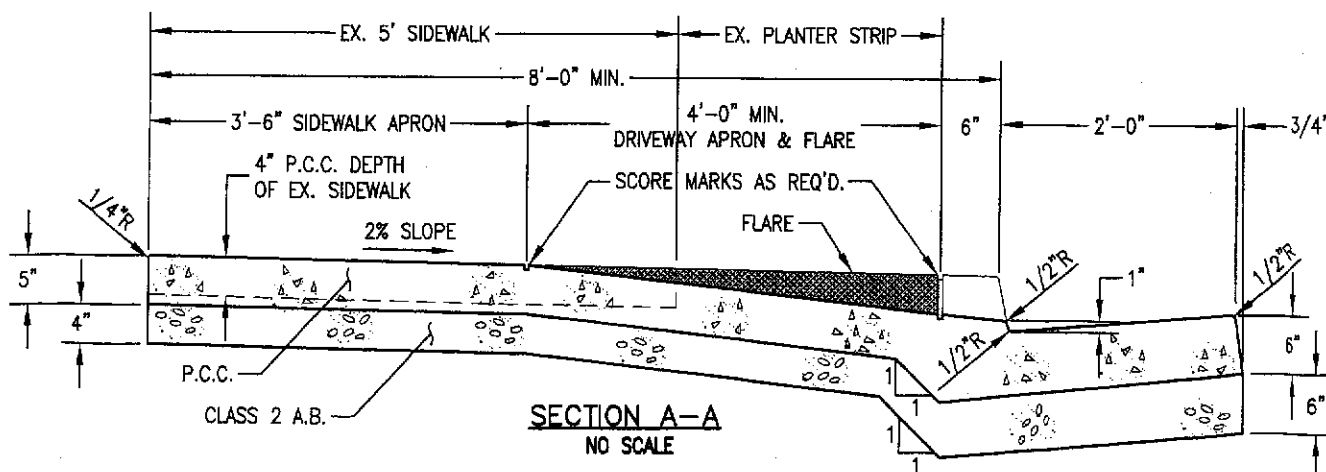


USE OR ZONING TABLE	MIN.	MAX.
RESIDENTIAL-SINGLE FAMILY	12'	20'
* RESIDENTIAL-MULTIPLE, 3 UNITS OR LESS	24'	30'

* MULTIPLE RESIDENTIAL DRIVEWAY WITH 4 UNITS OR MORE SHALL USE COMMERCIAL DRIVEWAY.

NOTES:

1. W.P. JOINTS REQUIRED ON CENTERLINE FOR DRIVEWAYS 12' TO 20' WIDE. DRIVEWAYS 24' TO 30' WIDE SHALL HAVE 2 W.P. JOINTS EVENLY SPACED (AT 1/3 AND 2/3 POINTS).
2. PLACE SCORE MARKS AT 1/4 POINTS ON DRIVEWAYS 12' TO 20' WIDE AND AT 1/6 POINTS ON DRIVEWAYS 24' TO 30' WIDE. SCORE MARK REQUIRED AT DRIVEWAY SLOPE BREAK PARALLEL TO EXISTING FACE OF CURB.
3. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX A) FOR REQUIREMENTS.



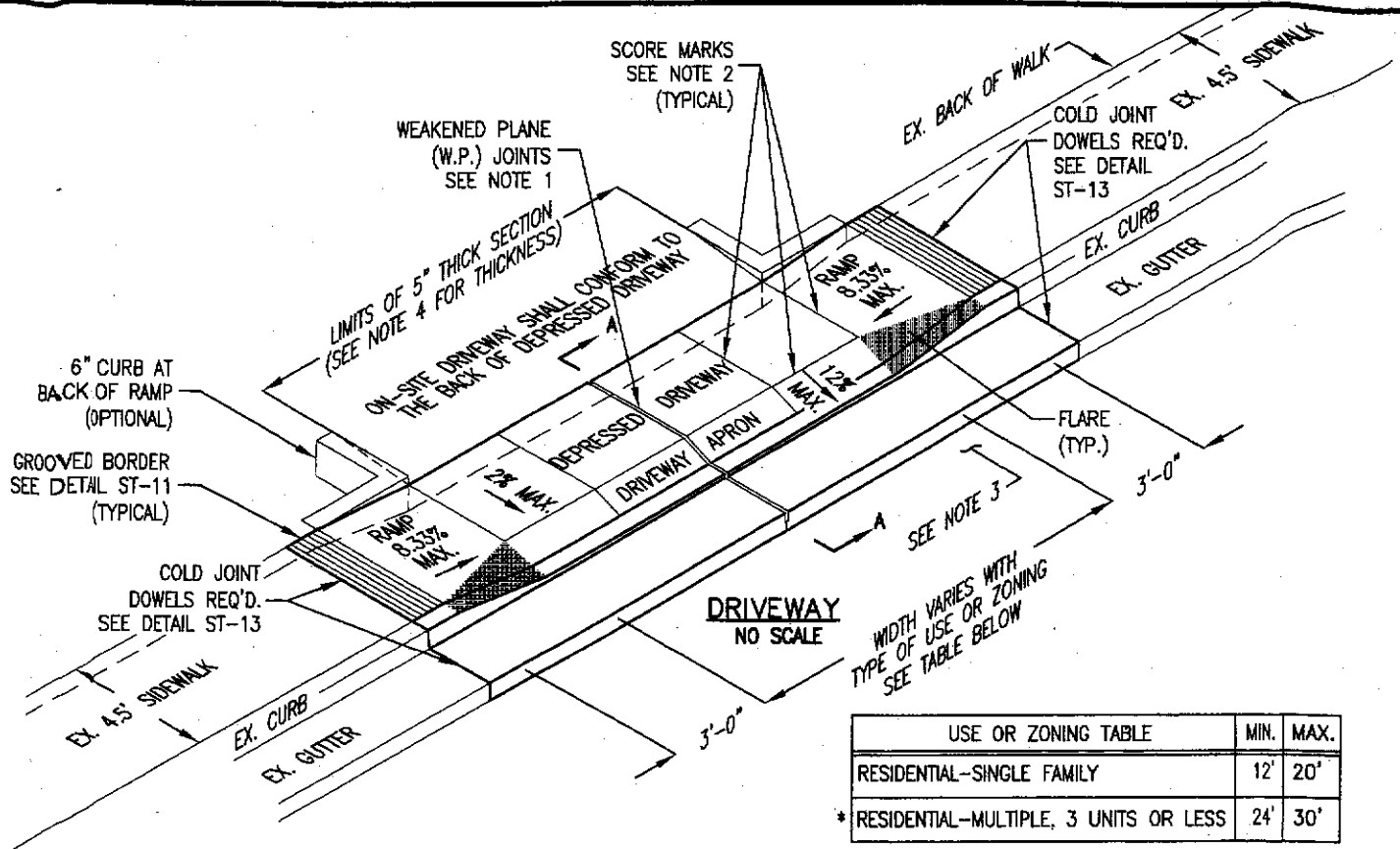
DRAWN BY: M. LEE
 CHECKED BY: S. THACH
 APPROVED BY: T. SUPAN
 DATE: JANUARY 2007

RESIDENTIAL DRIVEWAY WITH SEPARATED SIDEWALK

CITY OF SANTA CLARA

ST-2

PAGE: 2

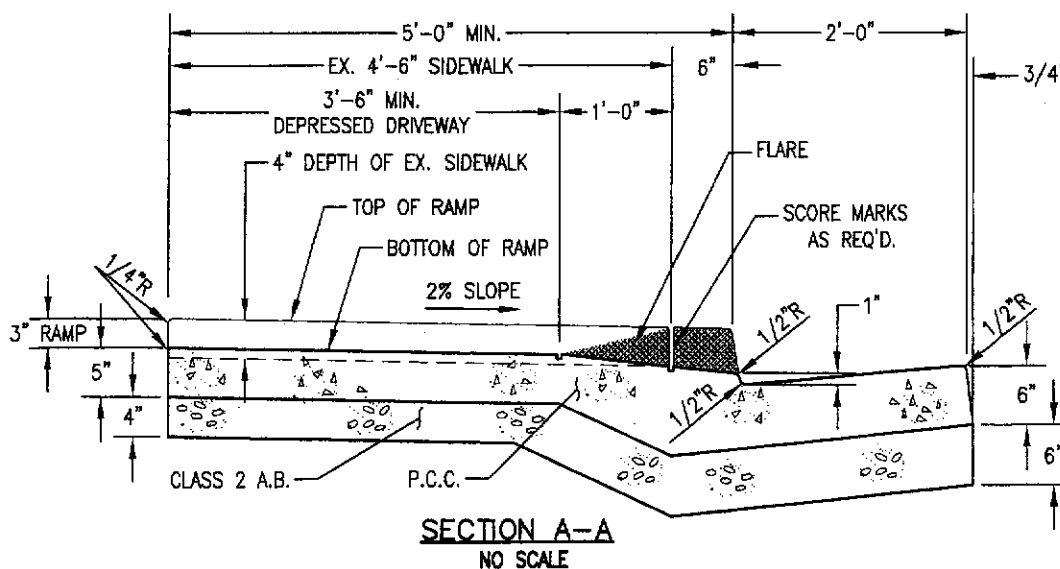


USE OR ZONING TABLE	MIN.	MAX.
RESIDENTIAL-SINGLE FAMILY	12'	20'
* RESIDENTIAL-MULTIPLE, 3 UNITS OR LESS	24'	30'

* MULTIPLE RESIDENTIAL DRIVEWAY WITH 4 UNITS OR MORE SHALL USE COMMERCIAL DRIVEWAY.

NOTES:

1. W.P. JOINTS REQUIRED ON CENTERLINE FOR DRIVEWAYS 12' TO 20' WIDE. DRIVEWAYS 24' TO 30' WIDE SHALL HAVE 2 W.P. JOINTS EVENLY SPACED (AT 1/3 AND 2/3 POINTS).
2. PLACE SCORE MARKS AT 1/4 POINTS ON DRIVEWAYS 12' TO 20' WIDE AND AT 1/6 POINTS ON DRIVEWAYS 24' TO 30' WIDE. SCORE MARK REQUIRED AT DRIVEWAY SLOPE BREAK PARALLEL TO EXISTING FACE OF CURB.
3. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX A) FOR REQUIREMENTS.
4. DEPRESSED DRIVEWAY AND DRIVEWAY APRON SHALL HAVE A THICKNESS OF 5" P.C.C. OVER 4" A.B. THICKNESS OF CONCRETE SHALL INCREASE FROM 4" AT TOP OF RAMPS TO 5" AT BOTTOM OF RAMPS. GROOVED BORDERS, RAMPS, DEPRESSED DRIVEWAY, DRIVEWAY APRON, CURB AND GUTTER SHALL BE MONOLITHIC.



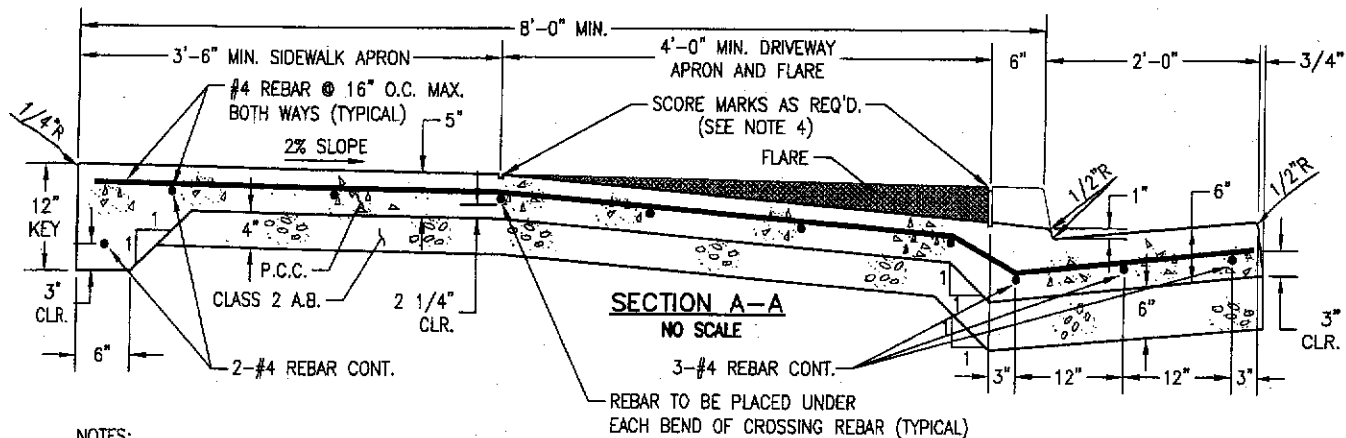
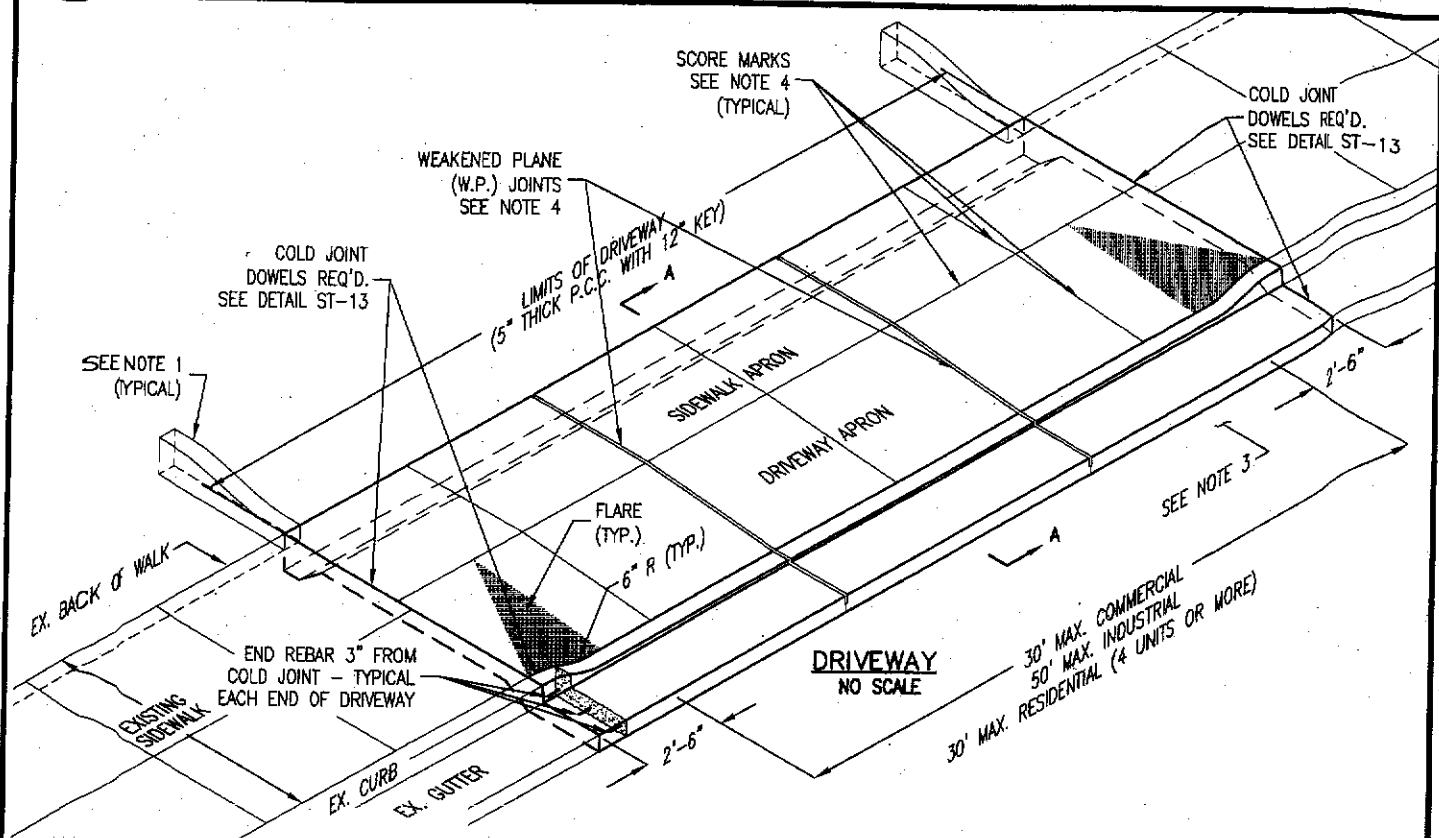
DRAWN BY: M. LEE
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 APPROVED BY: T. SUPAN
 DATE: JANUARY 2007

DEPRESSED DRIVEWAY FOR EX. 5' ATTACHED SIDEWALK

CITY OF SANTA CLARA

ST-3

PAGE: 3



NOTES:

1. CONCRETE CURB SHALL NOT ENCR OACH INTO PUBLIC RIGHT-OF-WAY AND SHALL BE FLUSH AT BACK OF WALK.
2. COMMERCIAL DRIVEWAY SHALL BE INSTALLED IN ZONES DESIGNATED COMMERCIAL, INDUSTRIAL, AND RESIDENTIAL WITH 4 UNITS OR MORE.
3. 18\"/>
4. JOINT/SCORE MARK TABLE:

DRIVEWAY WIDTH		WEAKENED PLANE JOINT		SCORE MARKS	
MIN.	MAX.	NO. OF JOINTS	LOCATION POINT	NO. OF MARKS	LOCATION POINT
24'	30'	2	1/3, 2/3	3	1/6, 1/2, 5/6
>30'	40'	3	1/4, 1/2, 3/4	4	1/8, 3/8, 5/8, 7/8
>40'	50'	4	1/5, 2/5, 3/5, 4/5	5	1/10, 3/10, 1/2, 7/10, 9/10

SCORE MARK REQUIRED AT DRIVEWAY SLOPE BREAK PARALLEL TO EXISTING FACE OF CURB



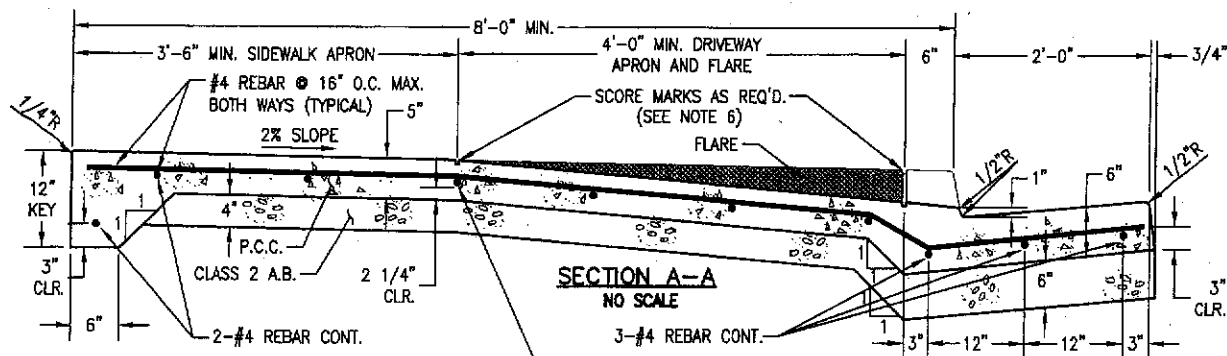
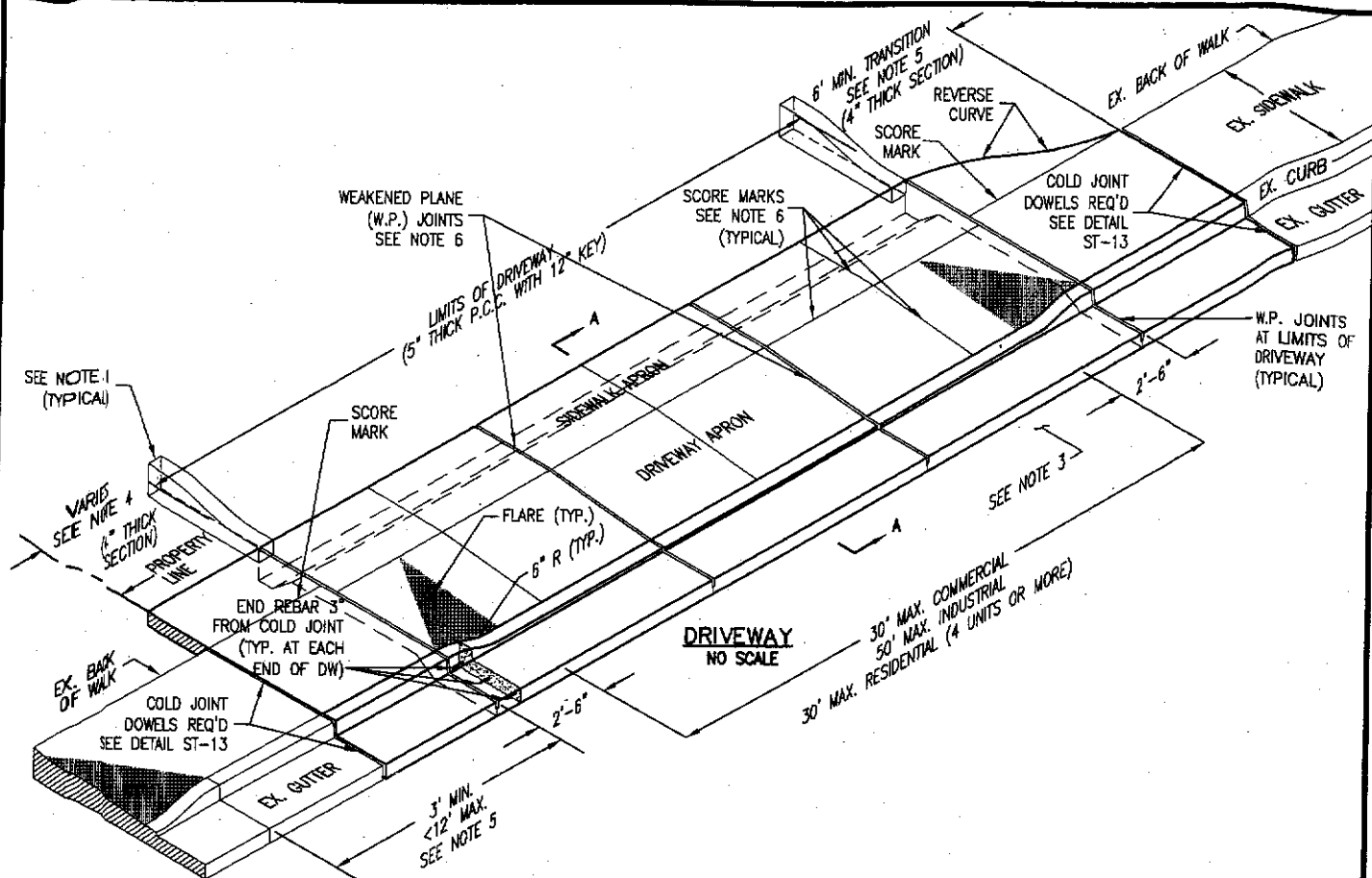
DRAWN BY: M. LEE
 CHECKED BY: S. THACH
 APPROVED BY: T. SUPAN
 DATE: MAY 2007

COMMERCIAL DRIVEWAY WITH/
 WITHOUT SEPARATED SIDEWALK

CITY OF SANTA CLARA

ST-4

PAGE: 4



NOTES:

1. CONCRETE CURB SHALL NOT ENCR OACH INTO PUBLIC RIGHT-OF-WAY AND SHALL BE FLUSH AT BACK OF WALK.
2. COMMERCIAL DRIVEWAY SHALL BE INSTALLED IN ZONES DESIGNATED COMMERCIAL, INDUSTRIAL, AND RESIDENTIAL WITH 4 UNITS OR MORE.
3. 18\"/>

DRIVEWAY WIDTH		WEAKENED PLANE JOINT		SCORE MARKS	
MIN.	MAX.	NO. OF JOINTS	LOCATION POINT	NO. OF MARKS	LOCATION POINT
24'	30'	2		3	1/6, 1/2, 5/6
>30'	40'	3	1/4, 1/2, 3/4	4	1/8, 3/8, 5/8, 7/8
>40'	50'	4	1/5, 2/5, 3/5, 4/5	5	1/10, 3/10, 1/2, 7/10, 9/10

SCORE MARK REQUIRED AT DRIVEWAY SLOPE BREAK PARALLEL TO EXISTING FACE OF CURB



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 APPROVED BY: T. SUPAN
 DATE: MAY 2007

**COMMERCIAL DRIVEWAY
 WITH ATTACHED SIDEWALK**

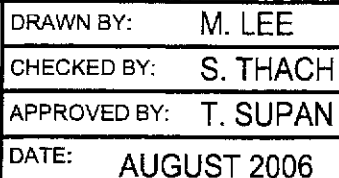
CITY OF SANTA CLARA

ST-5

PAGE: 5



1. EXPANSION JOINTS (SEE DETAIL ST-12) SHALL BE INSTALLED AT MAJOR STRUCTURES AND CURB RETURNS.
2. TOLERANCE OF THE VERTICAL DIMENSION AT FACE OF CURB AND LIP OF GUTTER SHALL BE $1/4" \pm$.
3. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX A) FOR REQUIREMENTS.

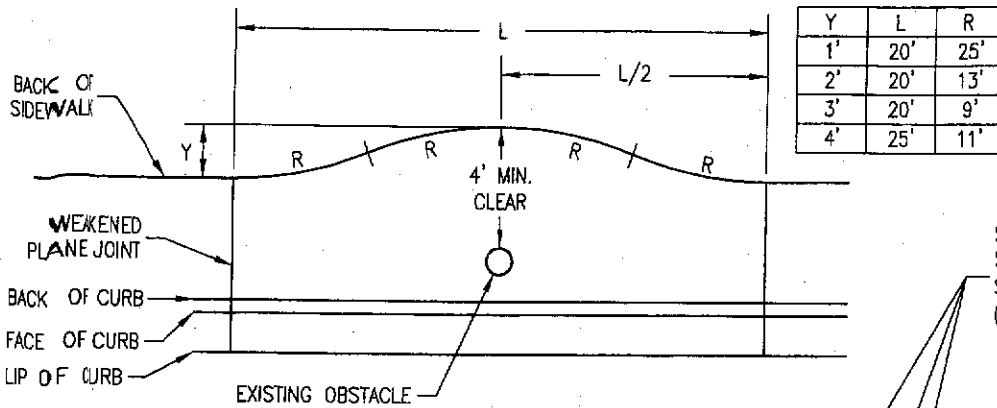


MONOLITHIC
CURB AND GUTTER

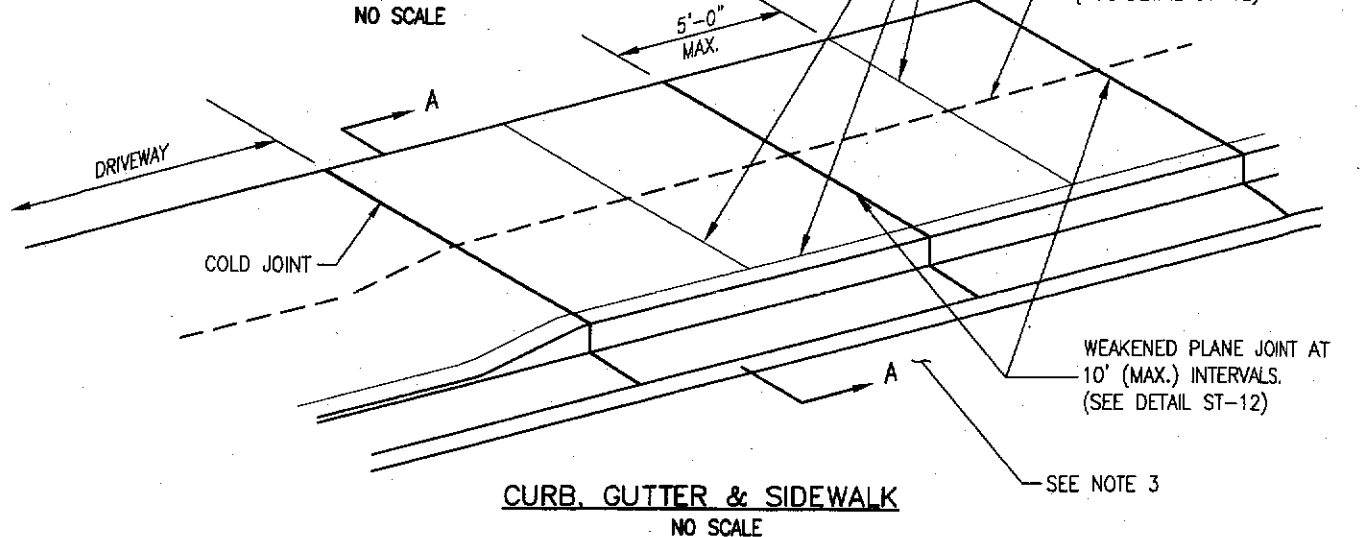
CITY OF SANTA CLARA

ST-6

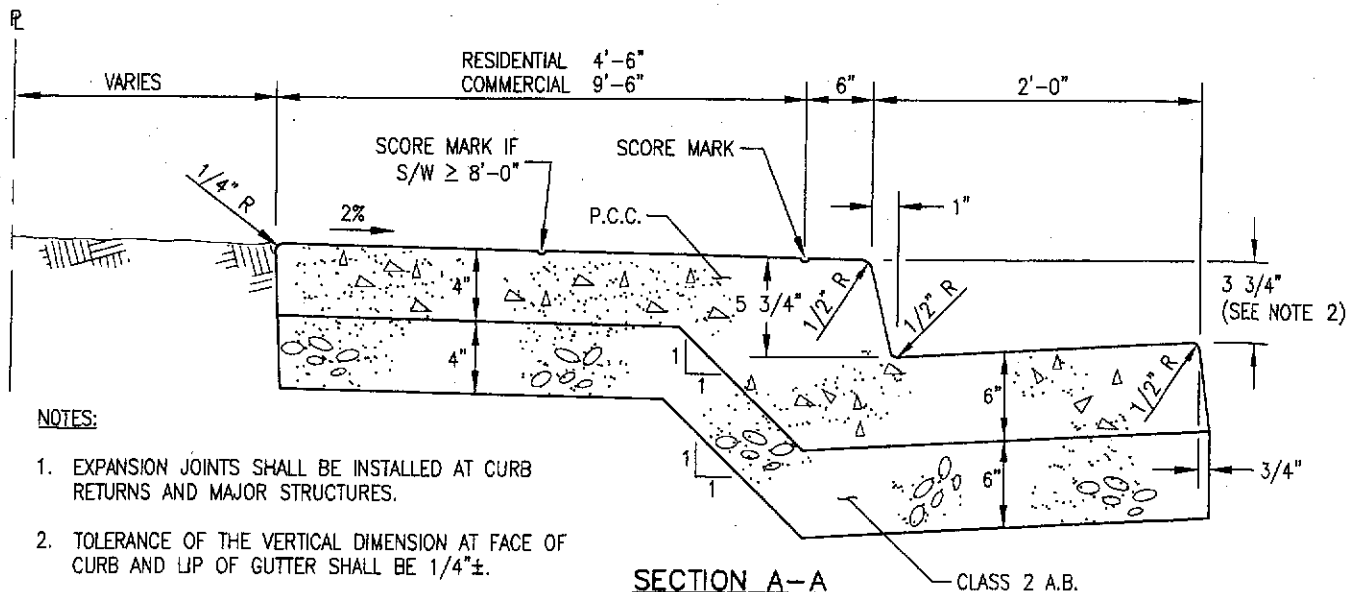
PAGE: 6



SIDEWALK FLARE AT OBSTRUCTION
NO SCALE



CURB, GUTTER & SIDEWALK
NO SCALE



NOTES:

1. EXPANSION JOINTS SHALL BE INSTALLED AT CURB RETURNS AND MAJOR STRUCTURES.
2. TOLERANCE OF THE VERTICAL DIMENSION AT FACE OF CURB AND LIP OF GUTTER SHALL BE $1/4\" \pm$.
3. 18\" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX A) FOR REQUIREMENTS.

SECTION A-A
NO SCALE

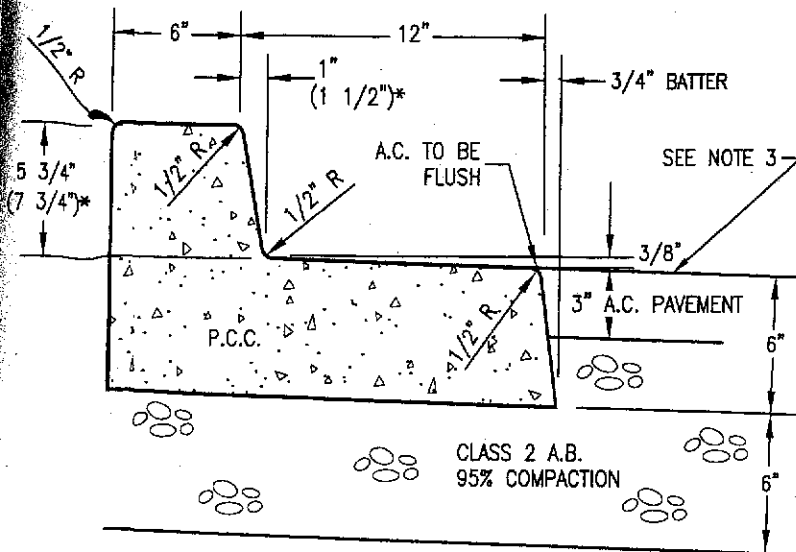


DRAWN BY: M. LEE
CHECKED BY: S. THACH
APPROVED BY: T. SUPAN
DATE: MARCH 2007

**MONOLITHIC CURB,
GUTTER AND SIDEWALK**
CITY OF SANTA CLARA

ST-7

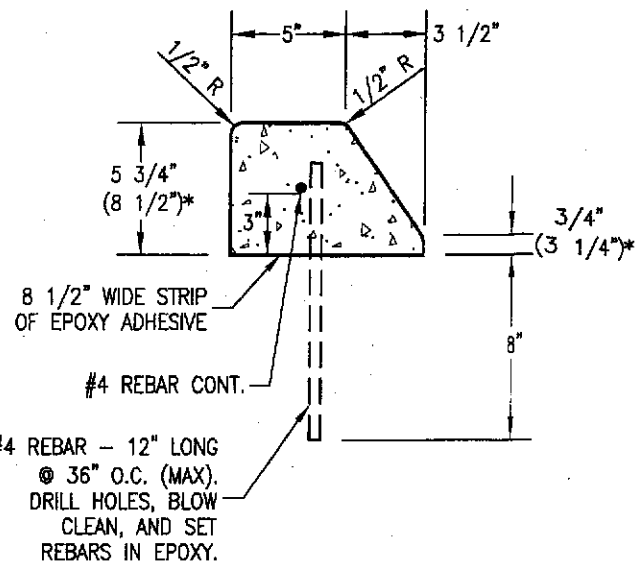
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TYPE A-6 & A-8 CURBS

NO SCALE

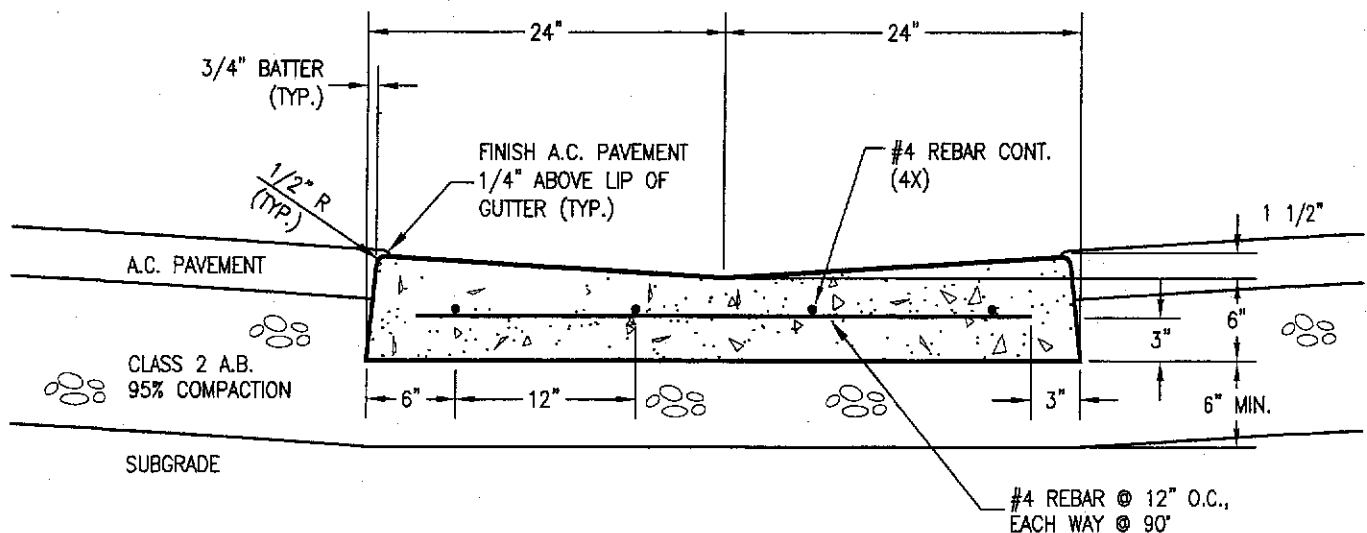
NOTE: *DIMENSIONS SHOWN IN PARENTHESES ABOVE ARE FOR TYPE A-8 CURB ONLY.



TYPE B-6 & B-8 CURBS

NO SCALE

NOTE: *DIMENSIONS SHOWN IN PARENTHESES ABOVE ARE FOR TYPE B-8 CURB ONLY.



VALLEY GUTTER

NO SCALE

NOTES:

1. CONCRETE VALLEY GUTTER SHALL BE INSTALLED PRIOR TO PAVING.
2. INSTALL WEAKENED PLANE JOINTS AT 10' INTERVALS (MAX).
3. 18" WIDE BANDS OF PAVEMENT ON EACH SIDE OF NEW VALLEY GUTTER SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX A) FOR REQUIREMENTS..



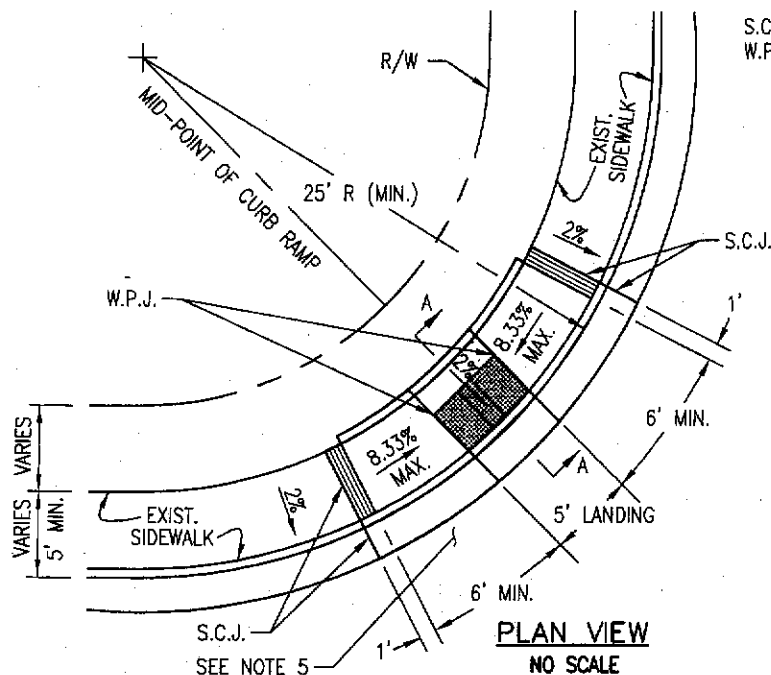
DRAWN BY: M. LEE
 CHECKED BY: S. THACH
 APPROVED BY: T. SUPAN
 DATE: AUGUST 2006

**CONCRETE MEDIAN CURBS
AND VALLEY GUTTER**

CITY OF SANTA CLARA

ST-8

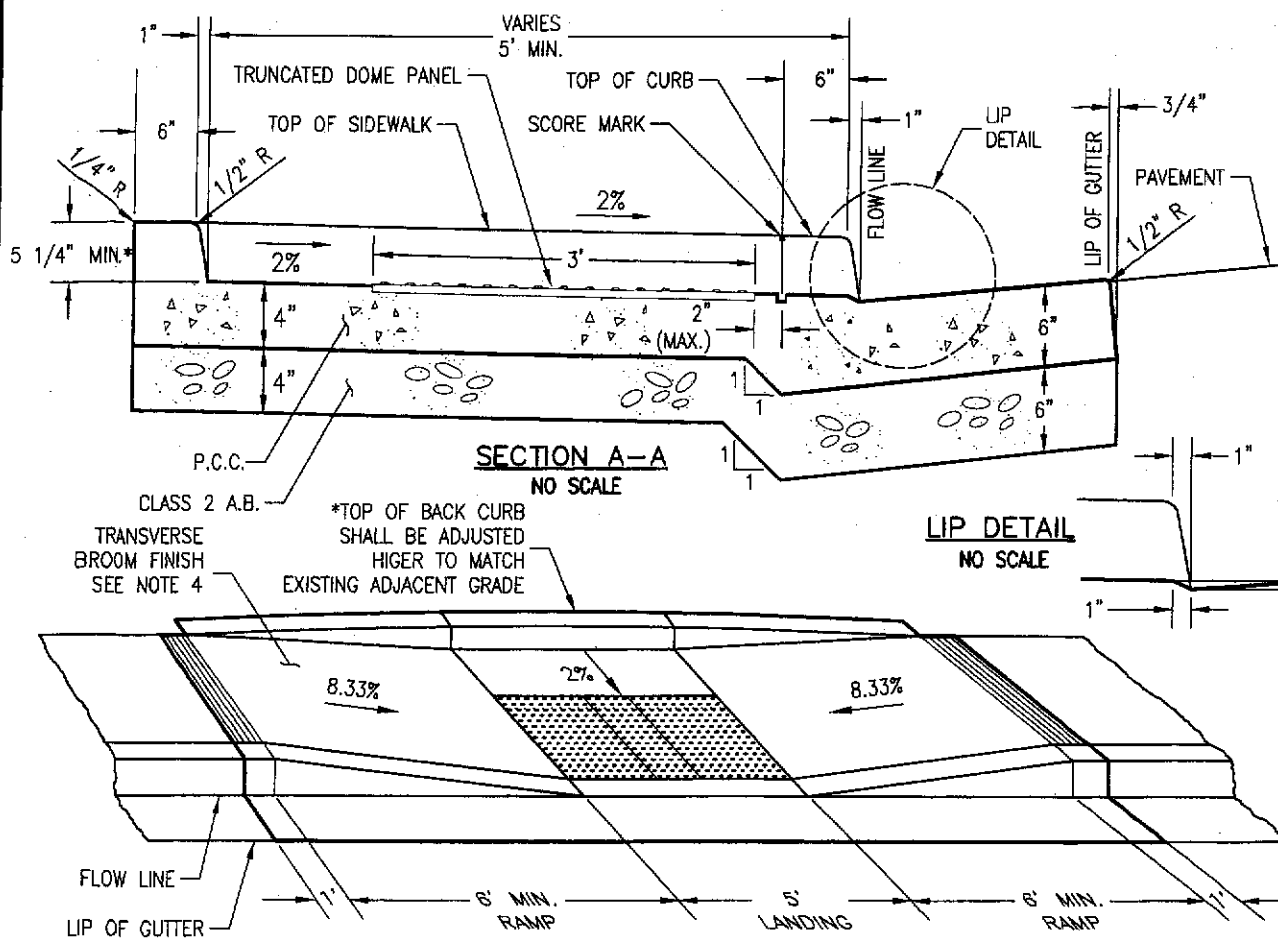
PAGE: 8



S.C.J. = SIDEWALK CONTACT JOINT
W.P.J. = WEAKENED PLANE JOINT

NOTES:

1. CURB RAMP SHALL HAVE DETECTABLE WARNING SURFACES (GROOVING AND TRUNCATED DOMES). SEE DETAIL ST-11 FOR GROOVING DETAILS AND TRUNCATED DOME DETAILS.
2. AT THE DISCRETION OF CITY ENGINEER, TWO CURB RAMP SHALL BE REQUIRED WHERE THERE ARE TWO CROSS WALKS AT A CORNER.
3. CURB RAMP FOR SEPARATED SIDEWALKS SHALL BE DESIGNED ON AN INDIVIDUAL BASIS.
4. THE SURFACE OF RAMP SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE ROUGHER THAN THE SURROUNDING SIDEWALK.
5. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX A) FOR REQUIREMENTS.

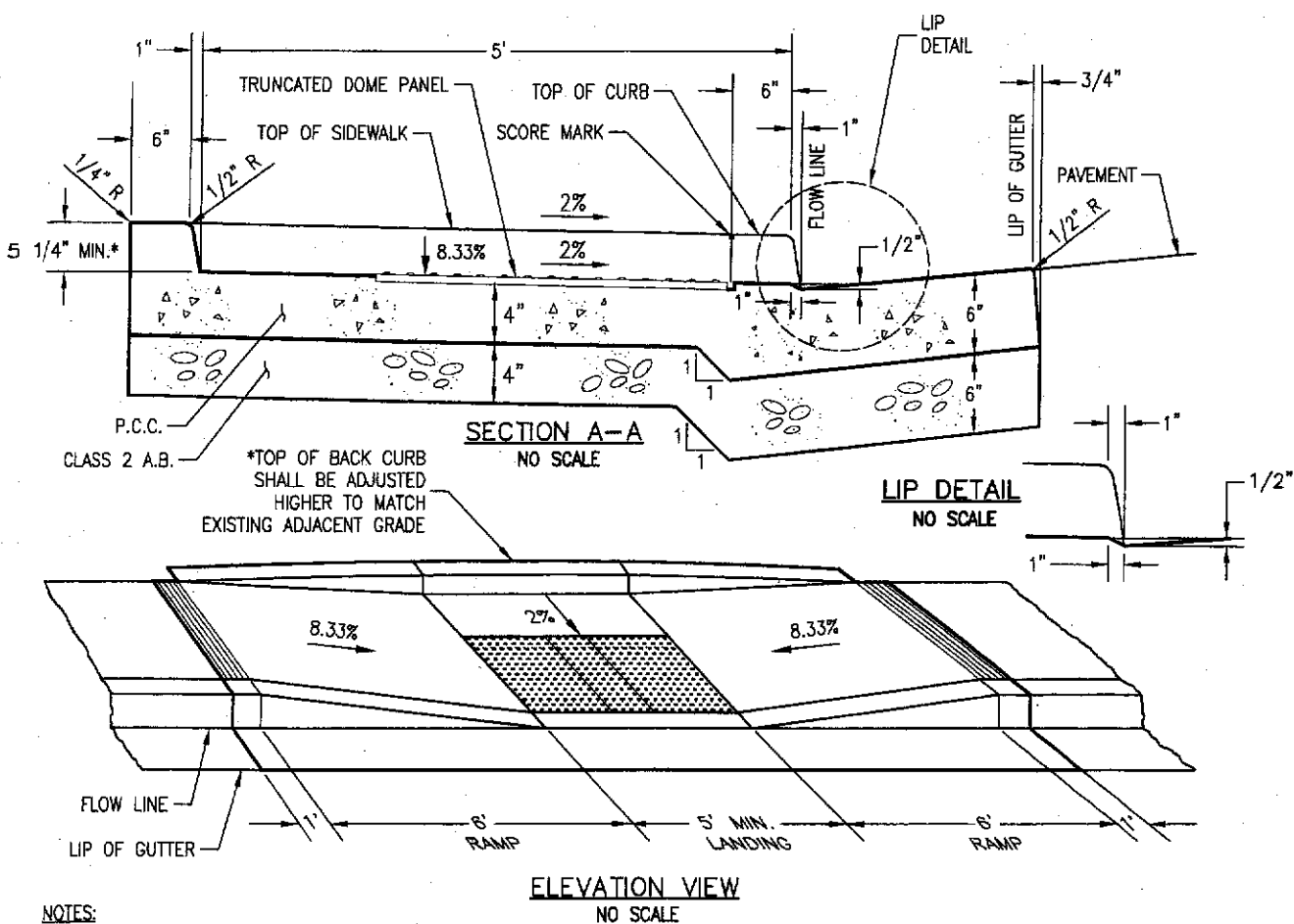


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CHECKED BY: S. THACH
APPROVED BY: T. SUPAN
DATE: JULY 2007

CURVED CURB RAMP
CITY OF SANTA CLARA

ST-9

PAGE: 9



NOTES:

1. CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES (GROOVING AND TRUNCATED DOMES).
SEE DETAIL ST-11 FOR GROOVING DETAILS AND TRUNCATED DOME DETAILS.
2. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX A) FOR REQUIREMENTS.
3. CURB RAMPS FOR SEPARATED SIDEWALKS SHALL BE DESIGNED ON AN INDIVIDUAL BASIS.
4. THE SURFACE OF RAMP SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE ROUGHER THAN THE SURROUNDING SIDEWALK.



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APPROVED BY:	T. SUPAN
DATE:	JULY 2007

STRAIGHT CURB RAMP

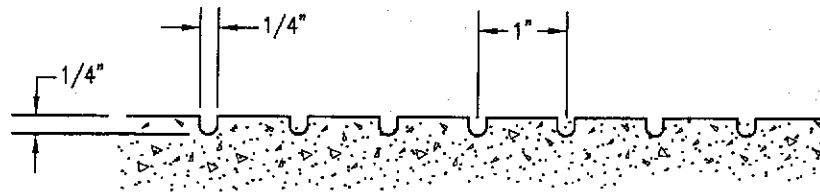
CITY OF SANTA CLARA

ST-10

PAGE: 10

NOTES:

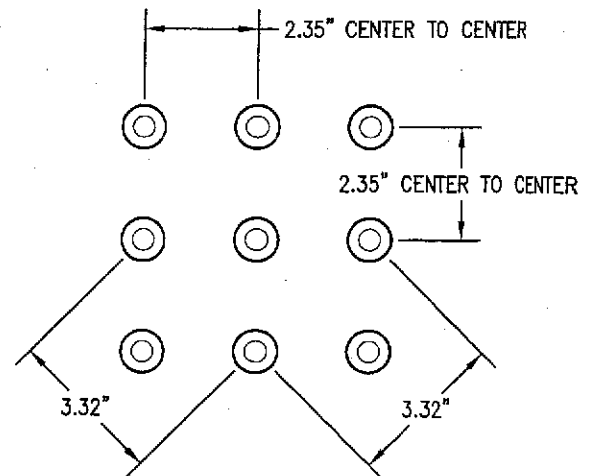
1. THE CURB RAMP SHALL HAVE A 12" WIDE BORDER WITH 1/4" GROOVES APPROXIMATELY 1" O.C. SEE BORDER GROOVING DETAIL.



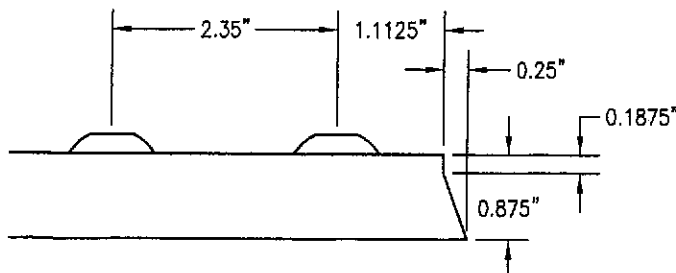
BORDER GROOVING DETAIL

NOTES:

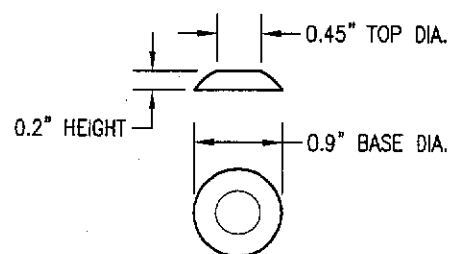
1. THE DETECTABLE WARNING SURFACE SHALL CONSIST OF RAISED TRUNCATED DOMES EXTENDING THE FULL WIDTH OF AND 3'0" DEPTH OF THE CURB RAMP LANDING.
2. THE RAISED TRUNCATED DOME PANELS SHALL BE CENTERED AND SQUARED ON THE CURB RAMP.
3. THE RAISED TRUNCATED DOME PANELS SHALL BE CONCRETE, CASTINACT™ MANUFACTURED BY MASCO, OR APPROVED EQUAL.
4. THE COLOR OF THE RAISED TRUNCATED DOMES SHALL BE "SAFETY YELLOW".
5. THE EDGE OF THE RAISED TRUNCATED DOME PANEL NEAREST THE STREET SHALL BE BETWEEN 6" AND 8" FROM THE GUTTER FLOWLINE.
6. ALL TRUNCATED DOME DIMENSIONS HEREIN ARE NOMINAL.



**RAISED TRUNCATED DOME
PATTERN (IN-LINE)**



TRUNCATED DOME PANEL WEDGE DETAIL



RAISED TRUNCATED DOME



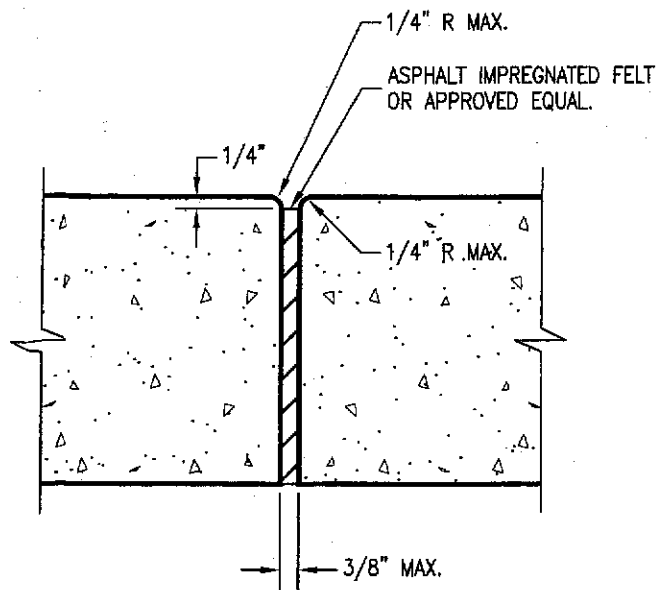
DRAWN BY: M. LEE
CHECKED BY: S. THACH
APPROVED BY: T. SUPAN
DATE: AUGUST 2006

**CURB RAMP GROOVING AND
TRUNCATED DOME DETAILS**

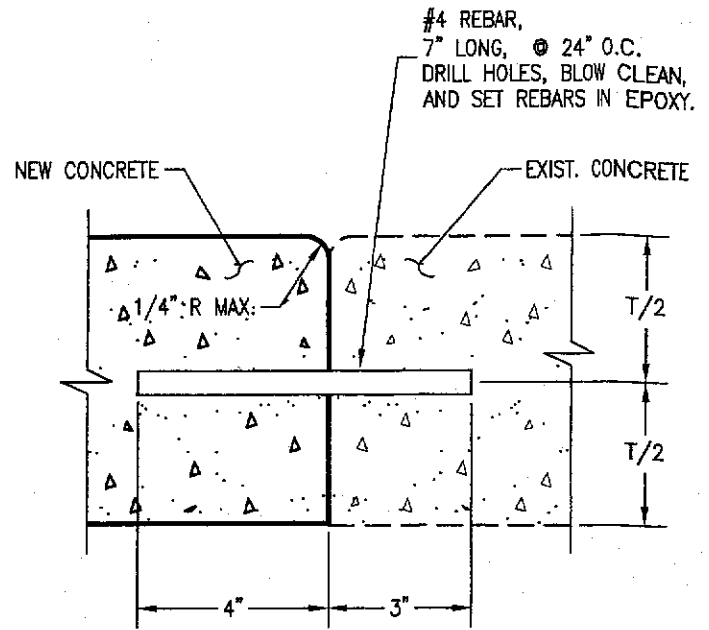
CITY OF SANTA CLARA

ST-11

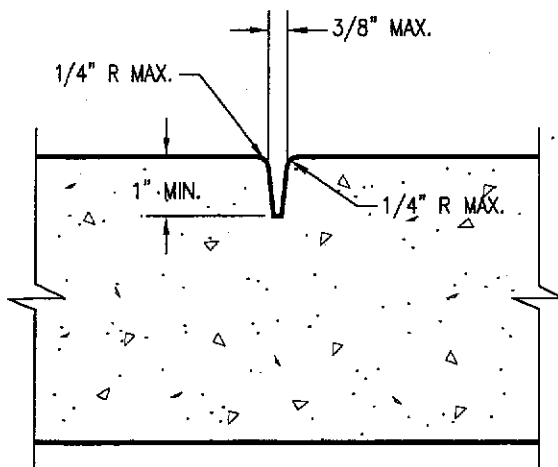
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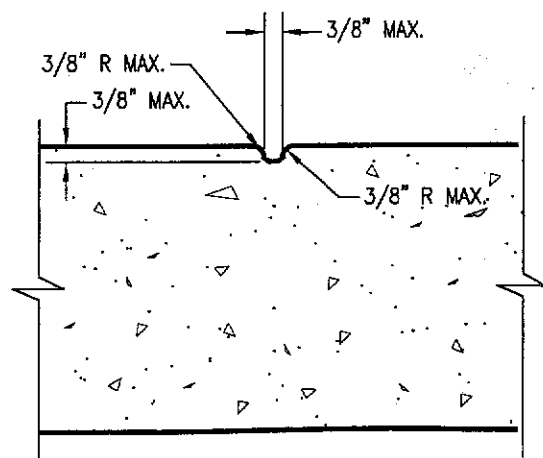
EXPANSION JOINT



SIDEWALK CONTACT JOINT
"COLD JOINT"



WEAKENED PLANE JOINT
"DEEP JOINT"



SCORE MARK
"DUMMY JOINT"



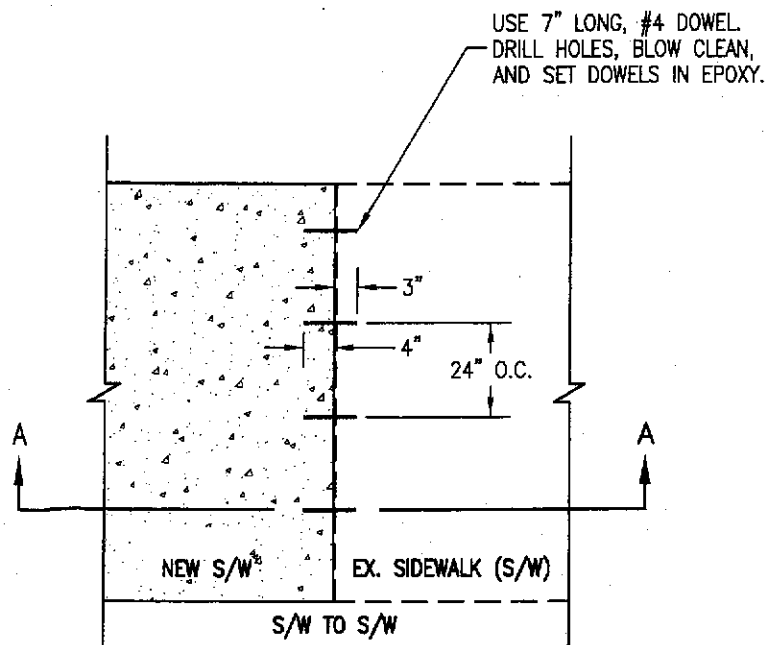
DRAWN BY: M. LEE
CHECKED BY: S. THACH
APPROVED BY: T. SUPAN
DATE: DECEMBER 2006

CONCRETE JOINTS

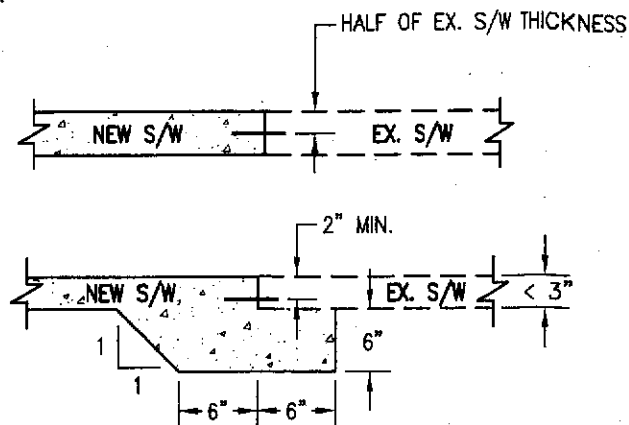
CITY OF SANTA CLARA

ST-12

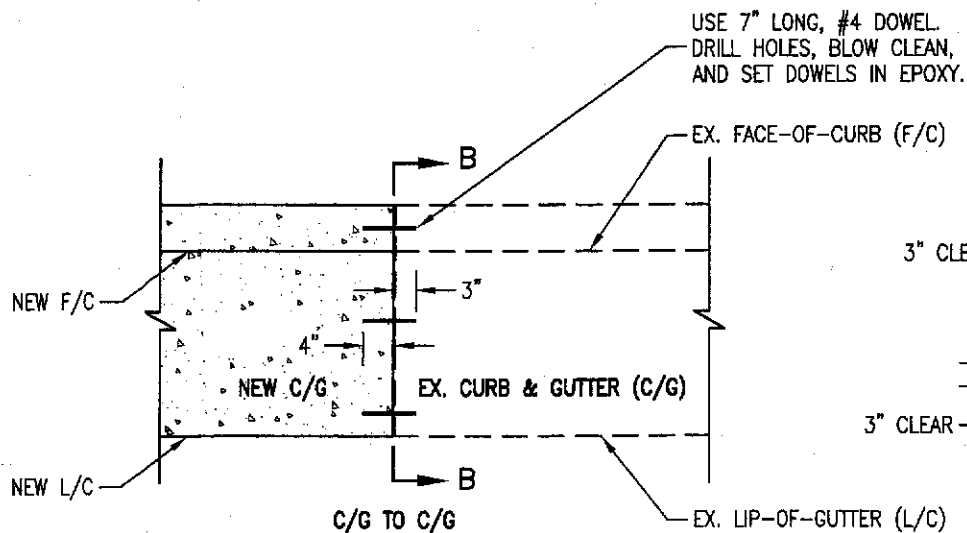
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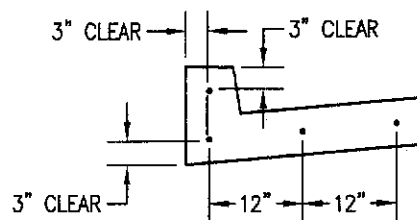
PLAN VIEW
NO SCALE



SECTION A-A
NO SCALE



PLAN VIEW
NO SCALE



SECTION B-B
NO SCALE



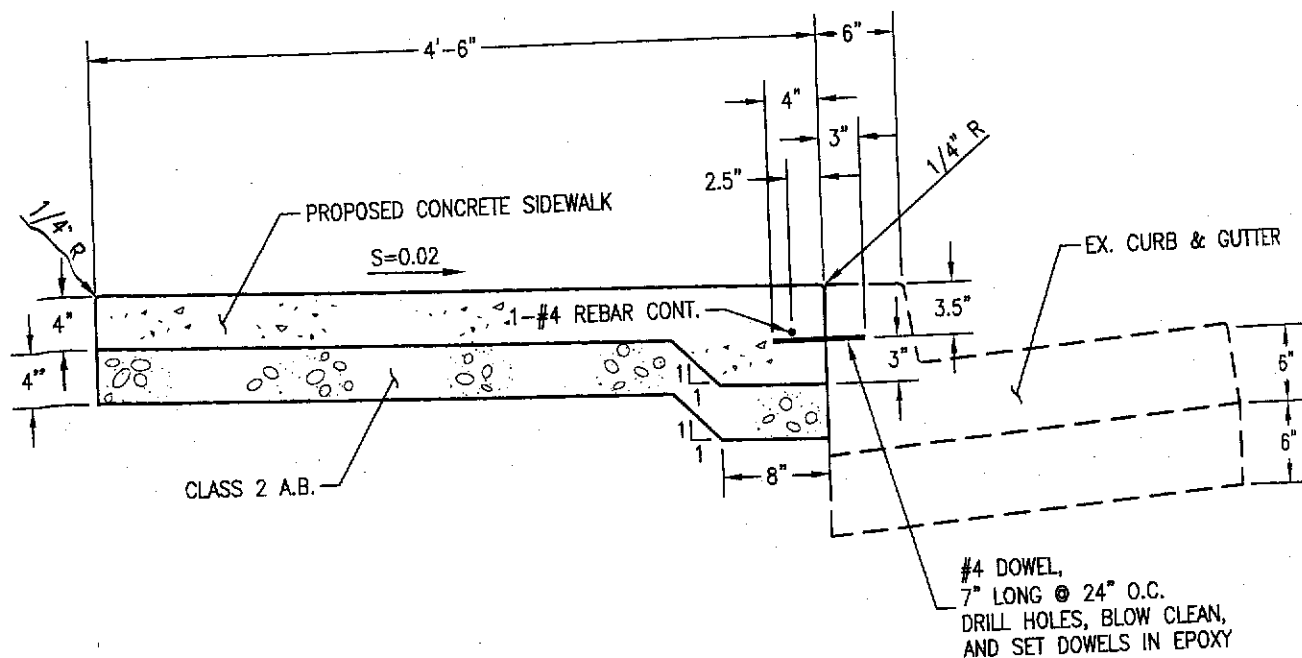
DRAWN BY: M. LEE
CHECKED BY: B. TRAN
APPROVED BY: G. GOMEZ
DATE: DECEMBER 2002

DOWEL CONNECTIONS

CITY OF SANTA CLARA

ST-13

PAGE: 13



NOTES:

1. WHERE A NEW DRIVEWAY OCCURS, REPLACE EXISTING CURB AND GUTTER BETWEEN THE NEAREST JOINTS AND POUR CURB AND DRIVEWAY MONOLITHICALLY.
2. IF THE REAR FACE OF THE DRIVEWAY CURB DEPRESSION IS NOT AT LEAST 6 INCHES IN DEPTH, REMOVE AND REPLACE THE CURB DEPRESSION WITH A STANDARD MONOLITHIC DRIVEWAY.
3. WHERE IT BECOMES NECESSARY FOR ANY REASON TO REPLACE CURB AND/OR GUTTER, REPLACEMENT MUST BE MONOLITHIC.
4. IF TOP OF EXISTING CURB DOES NOT DRAIN TOWARDS THE STREET, REMOVE CURB AND GUTTER AND REPLACE WITH MONOLITHIC CURB, GUTTER, AND SIDEWALK.



DRAWN BY: M. LEE
 CHECKED BY: S. THACH
 APPROVED BY: T. SUPAN
 DATE: NOVEMBER 2005

**SIDEWALK TO CURB
 CONNECTION**

CITY OF SANTA CLARA

ST-14